ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

2015 REAL ESTATE LEASE

(RENMATIX, INC.)

June 26, 2015

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

2015 REAL ESTATE LEASE

(RENMATIX, INC. FACILITY)

Parties

Oneida County Industrial Development Agency	"Agency"
Renmatix, Inc.	"Company"
Mascoma-NY, LLC	"Mascoma"

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Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org www.mvedge.org

David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

Transaction Number: 930437

OCIDA PILOT/ BOND SUMMARY CLOSING SHEET

Company Name: Renmatix, Inc.

Property Address: 679 Ellsworth Road, Rome, New York

Property Tax Map Number: 243.000-0001-001.032

Company representative to receive correspondence and PILOT bills: Susan McCann, Accounts Payable

Mailing Address: Renmatix, Inc., 660 Allendale Road, King of Prussia, PA 19406

Telephone Number: _____ Fax Number: _____

E Mail:

Check Applicable: PILOT Only: x PILOT & BOND: _____

PILOT Start Date: 06/29/2015 PILOT End Date: 12/31/2025

PILOT Term – Summarize PILOT in terms of % and which years.

Company will pay a fixed PILOT Payment years 1-10 and 100% of taxes after year 10.

Employment Obligation: Create 13 FTEs by year 3 and main.tain for lease term

Total Project Cost: $4,140,000

List all applicable taxing jurisdictions and POC:

Municipal:	City of Rome: (1) Mayor Joseph R. Fusco, Jr., 198 North Washington Street, Rome NY 13440 (2) City of Rome Treasurer, 198 North Washington Street, Rome NY 13440
County:	Oneida County: (1) Anthony J. Picente, Jr., County Executive, 800 Park Avenue, Utica NY 13501 (2) Kathy Pilbeam, 800 Park Ave. Utica, NY 13501
School:	Rome City School District: (1) Office of the Superintendent, 409 Bell Street, Rome, New York 13440 (2) David Dreidel, District Treasurer, 409 Bell Street, Rome, New York 13440

Bond Expiration if Applicable: _____
Bond Originator: (Name, POC, Tele. & Address) _____
Bond Trustee: (Name, POC, Tele. & Address) _____

BOND SCHOENECK & KING

501 Main Street | Utica, NY 13501-1245 | bsk.com

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
F: 315.724.2074

March 27, 2015

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

Re: *Oneida County Industrial Development Agency*
2015 Facility Sale and Assignment
Mascoma-NY, LLC Facility

Dear Mr. Surace:

Please be advised Mascoma-NY, LLC ("Seller") sold to Renmatix, Inc. ("Purchaser") its interest in the facility located at 679 Ellsworth Road, City of Rome (tax ID 243.000-0001-001.032). The IDA remains fee owner of the facility.

Enclosed is a copy of the Assignment, Assumption and Release Agreement whereby Seller assigned to Purchaser the PILOT Agreement relating to the facility effective the date of the sale, March 24, 2015. We are not attaching all exhibits to the document as they are quite lengthy, but the existing PILOT Agreement is attached. All future PILOT bills should be mailed to Purchaser at the following address:

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

Very truly yours,

BOND, SCHOENECK & KING, PLLC

Laura S. Ruberto
Legal Assistant

LSR/lsr
Enclosures

cc: Attached Distribution List

Distribution List

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

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

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

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

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

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

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

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

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

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (the "Assignment"), dated as of 24th day of March, 2015, (the "Effective Date") is by, between and among **MASCOMA-NY, LLC**, a Delaware limited liability company duly authorized to do business in the State of New York with offices at 610 Lincoln Road, Suite 100, Waltham, MA 02451 (the "Assignor"), **RENMATIX, INC.**, a Delaware corporation duly authorized to do business in the State of New York with offices at 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Assignee"), and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency" or "OCIDA").

W I T N E S S E T H:

WHEREAS, OCIDA is the owner in fee simple of certain land (the "Land") situate at 679 Ellsworth Road, Rome, New York, which Land is more particularly described in **Exhibit A** annexed hereto and made a part hereof; and

WHEREAS, the Land is improved by certain Improvements (as that term is defined in the Lease Agreement referenced below) and has installed therein or affixed thereto certain Equipment (as that term is defined in the Lease Agreement referenced below) (the Land, the Improvements, and the Equipment are hereinafter collectively referred to as the "Facility"); and

WHEREAS, OCIDA, as lessor, leases the Facility to Assignor, as lessee, pursuant to an Amended and Restated Lease Agreement dated as of May 16, 2008 (the "Lease Agreement"), a memorandum of which Lease Agreement was recorded in the Oneida County Clerk's Office on May 30, 2008 as Instrument No. R2008-000688; and

WHEREAS, the Lease Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the "Existing Lease Agreement", and a true copy of said Existing Lease Agreement is annexed hereto and made a part hereof as **Exhibit B**; and

WHEREAS, the Facility is the subject of a Payment-in-Lieu-of-Tax Agreement by and among OCIDA, Assignor, and Griffiss Local Development Corporation ("GLDC"), dated as of December 1, 2007 (the "PILOT Agreement"); and

WHEREAS, the PILOT Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the "Existing PILOT Agreement", and a true copy of the Existing PILOT Agreement is annexed hereto and made a part hereof as **Exhibit C**; and

WHEREAS, the Facility is also the subject of an Environmental Compliance and Indemnification Agreement by and among OCIDA, Assignor, and GLDC, dated as of December 1, 2007 (the "Environmental Compliance Agreement"); and

WHEREAS, the Environmental Compliance Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the "Existing Environmental Compliance Agreement", and a true copy of the Existing

Environmental Compliance Agreement is annexed hereto and made a part hereof as **Exhibit D**; and

WHEREAS, Assignor, as lessor, leases all items of personal property installed in connection with the construction of the Facility (the "Equipment") to OCIDA, as lessee, pursuant to a Lease Agreement dated as of December 1, 2007 (the "Equipment Lease Agreement"); and

WHEREAS, the Equipment Lease Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the "Existing Equipment Lease Agreement", and a true copy of the Existing Equipment Lease Agreement is annexed hereto and made a part hereof as **Exhibit E**; and

WHEREAS, OCIDA, as lessor, leases the Equipment back to Assignor, as lessee, pursuant to a Leaseback Agreement dated as of December 1, 2007 (the "Equipment Leaseback Agreement"); and

WHEREAS, the Equipment Leaseback Agreement including all amendments, modifications, supplements, extensions, renewals or other changes thereto is hereinafter referred to as the "Existing Equipment Leaseback Agreement", and a true copy of the Existing Equipment Leaseback Agreement is annexed hereto and made a part hereof as **Exhibit F**; and

WHEREAS, the Facility is also the subject of an Easement dated as of May 23, 2008 by the OCIDA and GLDC to Assignor (the "Roundabout Easement") a true copy of the Roundabout Easement is annexed hereto and made a part hereof as **Exhibit G**; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in, to and under the Existing Lease Agreement, the Existing PILOT Agreement, the Existing Environmental Compliance Agreement, the Existing Equipment Lease Agreement, the Existing Equipment Leaseback Agreement and Roundabout Easement (the Existing Lease Agreement, the Existing PILOT Agreement, the Existing Environmental Compliance Agreement, the Existing Equipment Lease Agreement, the Existing Equipment Leaseback Agreement and Roundabout Easement are hereinafter collectively referred to as the "Assigned Instruments"), provided, however, that (a) the Agency releases Assignor from any and all duties, liabilities or obligations arising under or relating to said Assigned Instruments which are attributable to the period from and after the Effective Date (collectively, the "Effective Date and Post-Effective Date Liabilities"), (b) the Agency does not release Assignor from any duties, liabilities or obligations arising under or relating to said Assigned Instruments which are attributable to the period before the Effective Date (the "Pre-Effective Date Liabilities"), and (c) Assignee assumes, undertakes and agrees to perform all of Assignor's duties, liabilities and obligations arising under or relating to said Assigned Instruments which are attributable to the period from and after the Effective Date; and

WHEREAS, subject to the terms and conditions hereinafter set forth, Assignee desires to accept the assignment of the Assigned Instruments and assume, undertake and agree to be bound by and perform all of Assignor's duties, liabilities and obligations arising under or relating to said Assigned Instruments which are attributable to the period from and after the Effective Date.

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar ($1.00), and other good and valuable consideration, the payment, receipt and legal sufficiency of which

are hereby acknowledged, the parties hereto agree as follows:

1. Assignor's Warranties and Representations.

(a) Assignor warrants and represents to Assignee that, as of the Effective Date:

(i) True and complete copies of each of the Existing Lease Agreement, the Existing PILOT Agreement, the Existing Environmental Compliance Agreement, the Existing Equipment Lease Agreement, the Existing Equipment Leaseback Agreement and Roundabout Easement are attached hereto as **Exhibits B-G**, respectively, are in full force and effect, have not been amended or modified and represent the entire agreement between the parties with respect to the subject matter thereof, are valid, legal, binding and enforceable against Assignor and, to the best of Assignor's knowledge, is valid, legal, binding and enforceable against the Agency; and

(ii) Assignor has not (a) assigned or encumbered the Assigned Instruments, (b) entered into any sublease, license, concession or other agreement for the use or occupancy of the Facility or any part thereof, nor (c) permitted any person or entity other than Assignee to use or occupy the Facility; and

(iii) There is no outstanding notice of default claiming that Assignor is in default under the Assigned Instruments or the Existing Environmental Compliance Agreement and, to the best of Assignor's knowledge, no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute an event of default on the part of either Assignor or OCIDA under the Assigned Instruments or the Existing Environmental Compliance Agreement; and

(iv) There are no actions or proceedings, whether voluntary or involuntary, pending against Assignor under any federal or state bankruptcy or insolvency laws.

(b) Except as expressly set forth in this Assignment, Assignor makes no other warranty or representation to Assignee, except as set forth in the Purchase and Sale Agreement between Assignor and Assignee dated March 2, 2015 (the "PSA").

2. OCIDA Estoppel. In order to induce Assignee to enter into this Agreement, the Agency hereby certifies to the Assignee as follows:

(a) True and complete copies of each of the Existing Lease Agreement, the Existing PILOT Agreement, the Existing Environmental Compliance Agreement, the Existing Equipment Lease Agreement, the Existing Equipment Leaseback Agreement and Roundabout Easement are attached hereto as Exhibits B-G, respectively, are in full force and effect, have not

been amended or modified and represent the entire agreement between the parties with respect to the subject matter thereof, are valid, legal, binding and enforceable against the Agency; and

(b) Except as provided in the PSA, OCIDA has not been notified that Assignor has (a) assigned or encumbered the Assigned Instruments, (b) entered into any sublease, license, concession or other agreement for the use or occupancy of the Facility or any part thereof, nor (c) permitted any person or entity other than Assignee to use or occupy the Facility; and

(c) There is no outstanding notice of default claiming that Assignor is in default under the Assigned Instruments or the Existing Environmental Compliance Agreement and, to the best of OCIDA's knowledge, no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute an event of default on the part of either Assignor or OCIDA under the Assigned Instruments or the Existing Environmental Compliance Agreement.

(d) The rent payable under the Lease is in the amount of Five Hundred and 00/100 Dollars ($500.00) per year and has been paid through November 30, 2015.

(e) The payments billed under the PILOT Agreement are in the amounts set forth below and have been paid through the dates set forth beside each corresponding amount:

(i) County of Oneida-$32,582.74 for the taxable calendar year 2015 which amount is unpaid, and $33,207.47 has been paid through December 31, 2014;

(ii) City of Rome-$69,958.60 for the taxable calendar year 2015 which amount is unpaid, and $70,316.21 has been paid through December 31, 2014; and

(ii) City of Rome (School)-$103,053.36 for the fiscal tax year July 1, 2014 through June 30, 2015, $51,526.68 of which has been paid and $51,526.68 of which remains unpaid.

2. Assignment. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, all of Assignor's right, title and interest in, to and under the Assigned Instruments.

3. Acceptance and Assumption. Assignee hereby accepts the foregoing sale, conveyance, transfer and assignment of the Assigned Instruments from Assignor, and hereby assumes, undertakes and agrees to be bound by and perform all of Assignor's covenants, conditions, stipulations, agreements, duties, obligations and liabilities arising from or relating to the Assigned Instruments and attributable to the period from and after the Effective Date (collectively, the "Assumed Obligations"). Except as otherwise provided in the PSA with respect to Assignee's pre-closing access and inspection, in no event shall the Assignee be responsible for any Pre-Effective Date Liabilities.

4. Indemnification.

(a) Assignor hereby agrees to defend and indemnify Assignee against, and hold Assignee harmless with respect to, any and all liabilities, damages, claims, costs, expenses (including reasonable attorneys' fees) incurred, suffered and/or sustained by Assignee and arising from or relating to the Assigned Instruments prior to the Effective Date.

(b) Assignee hereby agrees to defend and indemnify Assignor against, and hold Assignor harmless with respect to, any and all liabilities, damages, claims, costs, expenses (including reasonable attorneys' fees) incurred, suffered and/or sustained by Assignor and arising from or relating to the Assigned Instruments from and after the Effective Date.

5. Consent, Acknowledgement and Release. OCIDA consents to this Assignment and acknowledges the assignment made by Assignor to Assignee herein. Except for those provisions in the Transaction Documents which expressly provide for the survival of Assignor's covenants, stipulations, agreements, duties, obligations and liabilities, OCIDA and Assignee hereby releases Assignor of and from any and all of Assignor's covenants, stipulations, agreements, duties, obligations and liabilities arising under or relating to the Assigned Instruments and the Existing Environmental Compliance Agreement which are attributable to the period from and after the Effective Date. OCIDA acknowledges that simultaneously herewith, the Assignor has satisfied any and all claims, liabilities, damages, claims, costs and expenses (including attorneys' fees) under Section 10.6 of the Lease Agreement, and OCIDA hereby waives and releases Assignor from any claim, liability, damages, claims, costs and expenses (including attorneys' fees) in connection with Section 10.6 of the Lease Agreement relating to recapture of economic benefits.

6. Agency Indemnification. Except as otherwise may be provided in the Transaction Documents (as defined in the Existing Lease Agreement), Assignee agrees that the Agency, its directors, members, officers, agents (except Assignee) and employees shall not be liable for, and Assignee agrees to defend, indemnify, release and hold harmless the Agency, its directors, members, officers, agents (except Assignor) and employees, from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the presence of any property or person on, in or about the Facility or (ii) liability arising from or expense incurred by the Agency granting its consent to this Assignment, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrong doing of the Agency or any of its directors, members officers, agents (except Assignee) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence of the Agency or any of its directors, members, officers, agents (except Assignee) and employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. In the event of any claim against the Agency or its respective directors, members, officers, agents and employees by any employee or contractor of Assignee or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of Assignee hereunder shall not be limited

in any way by any limitation on the amount or type of damages, compensation, disability benefits or any other employee benefit acts.

7. Notice. Any notice which any party hereto shall be required or permitted to give to the others shall be in writing and sent to the other by nationally recognized overnight courier or registered or certified mail, return receipt requested, at the other's address written below or such other address as the other shall designate from time to time by notice given in accordance with this paragraph, and any notice shall be deemed given one (1) day following the deposit of such notice with the nationally recognized overnight courier, or when deposited in a United States Mail Depository, postage prepaid, addressed in accordance with this paragraph, except that a notice of change of address shall be deemed given when delivered.

To the Assignor:

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

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

To the Assignee:

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

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

To OCIDA:

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Attn: Executive Director

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

8. Amendment of Assigned Instruments. OCIDA and Assignee may not modify or amend any of the Assigned Instruments on or after the Effective Date in a manner which could adversely affect Assignor.

9. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Release Agreement to be executed and delivered by their respective authorized officers as of the day and year first above written.

ASSIGNOR:

MASCOMA-NY, LLC

By: _____

Name: William J. Brady, Jr.

Title: Manager

ASSIGNEE:

RENMATIX, INC.

By: _____

Name: Michael G. Hamilton

Title: Chief Executive Officer

OCIDA:

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____

David C. Grow

Chairman

STATE OF Massachusetts)
)ss:
COUNTY OF Middlesex)

On the 23rd day of March, 2015, before me, the undersigned a notary public in and for said state, personally appeared WILLIAM J. BRADY, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sandra Lee Casanova
Notary Public

STATE OF _____)
)ss:
COUNTY OF _____)

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

_____
Notary Public

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

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

_____
Notary Public

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Release Agreement to be executed and delivered by their respective authorized officers as of the day and year first above written.

ASSIGNOR: MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By:_____

Name:_____

Title:_____

ASSIGNEE: RENMATIX, INC.

By:_____

Name: Michael G. Hamilton

Title: Chief Executive Officer

OCIDA: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____

David C. Grow

Chairman

STATE OF _____)
)ss:
COUNTY OF _____)

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

_____
Notary Public

STATE OF Pennsylvania)
)ss:
COUNTY OF Montgomery)

On the 20 day of March 2015, before me, the undersigned a notary public in and for said state, personally appeared Michael G Hamilton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

Bettie Susan McCann
_____
Notary Public

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

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

_____
Notary Public

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Release Agreement to be executed and delivered by their respective authorized officers as of the day and year first above written.

ASSIGNOR: MASCOMA-NY, LLC

By:_____

Name:_____

Title:_____

ASSIGNEE: RENMATIX, INC.

By:_____

Name:_____

Title:_____

OCIDA: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____

David C. Grow

Chairman

STATE OF _____)
)ss:
COUNTY OF_____)

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

_____
Notary Public

STATE OF _____)
)ss:
COUNTY OF_____)

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

_____
Notary Public

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

On the 18th day of March 2015, before me, the undersigned a notary public in and for said state, personally appeared DAVID C. GROW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

EXHIBIT A

THE LAND

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial

Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

EXHIBIT B

LEASE AGREEMENT

[to be attached by OCIDA]

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

MASCOMA-NY, LLC

AMENDED AND RESTATED LEASE AGREEMENT

Dated as of May 16, 2008

2008 Facility Sale and Assignment

(GRIFFISS LOCAL DEVELOPMENT CORPORATION/ MASCOMA-NY, LLC FACILITY)

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THIS AMENDED AND RESTATED LEASE AGREEMENT (the "Amended and Restated Lease Agreement"), dated as of May 16, 2008, is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency") and **MASCOMA-NY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware with its principal office at 1380 Soldiers Field Road, Second Floor, Boston, Massachusetts 02135 (the "Company").

RECITALS

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

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

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

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

The Facility shall consist of the acquisition and renovation of an 18± acre parcel of land situated at 679 Ellsworth Road, City of Rome, County of Oneida (the "Land") and the 54,000± square foot, single-story building situated thereon (the "Improvements") and acquisition and installation of equipment therein (the "Equipment"), all to be used for the demonstration of the industrial-scale production of ethanol (the Land, the Improvements and the Equipment referred to collectively as the "Facility");

The Agency acquired the Facility by way of a deed from Griffiss Local Development Corporation ("GLDC") dated February ___, 2008 recorded in the Office of the Clerk of Oneida County on February 7, 2008 at Instrument Number 2008-002006 (the "Deed");

The Agency leases the Facility to GLDC by way of a Lease Agreement dated as of December 1, 2007 (the "Lease Agreement") between the Agency and GLDC, a memorandum of which was recorded in the Office of the Clerk of Oneida County on February 7, 2008 at Instrument Number 2008-000174;

The Company is purchasing GLDC's leasehold interest in the Facility from GLDC pursuant to a Leasehold Purchase and Sale Agreement dated as of May 16, 2008 (the "Leasehold Purchase and Sale Agreement") by and between the Company and GLDC;

GLDC's interest in the Lease Agreement shall be sold and conveyed pursuant to an Assignment, Assumption and Release Agreement dated as of May __, 2008 (the "Assignment") by and among the Agency, GLDC and the Company; and

The Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to construct and equip the Facility in accordance with the Plans and Specifications and to execute and deliver this Amended and Restated Lease Agreement; and

The Agency proposes to lease the Facility to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions set forth in this Amended and Restated Lease Agreement.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I

DEFINITIONS

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

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Agency. The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established and validly existing under the provisions of the Act and has full legal right, power and authority to execute, deliver, and perform each of the Agency Documents and the other documents contemplated thereby. Each of the Agency Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Agency.

(b) The Agency will cause the Land to be acquired, the Improvements to be constructed and the Equipment to be acquired and installed and will lease the Facility to the Company pursuant to this Amended and Restated Lease Agreement, all for the Public Purposes of the State.

(c) On October 14, 1998, the Common Council of the City of Rome adopted SEQRA findings and rezoned the property upon which the Facility is located; and

(d) By resolution adopted on March 19, 1999, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(e) By resolution adopted on August 9, 2007, the Agency determined that the SEQR findings adopted by the Agency on March 19, 1999, encompassed the actions to be undertaken and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts.

(f) Neither the execution and delivery of any of the Agency Documents and the other documents contemplated thereby nor the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Agency Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, any other law or ordinance of the State or any

political subdivision thereof or of the Agency's Certificate of Establishment or By-laws, as amended, or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Agency under the terms of the Act or any such law, ordinance, Certificate of Establishment, By-laws, restriction, agreement or instrument, except for Permitted Encumbrances.

(g) 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.

(h) The Agency has been induced to enter into this Amended and Restated Lease Agreement by the undertaking of the Company to utilize the Facility in Oneida County, New York.

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

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

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to conduct 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.

(b) Neither the execution and delivery of any of the Company Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Company Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, or any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Company under the terms of any such law, ordinance, restriction, agreement or instrument, except for Permitted Encumbrances.

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

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

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

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

ARTICLE III

CONVEYANCE OF TITLE TO AGENCY

Section 3.1 Agreement to Convey to Agency. The Company has conveyed or has caused to be conveyed to the Agency good and marketable title to the Land, including any buildings, structures or other improvements thereon.

Section 3.2 [Reserved]

Section 3.3 [Reserved]

ARTICLE IV

ACQUISITION, RENOVATION AND EQUIPPING OF FACILITY

Section 4.1 Acquisition, Renovation and Equipping of Facility.

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

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

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

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

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

Section 4.2 [Reserved]

Section 4.3 [Reserved]

Section 4.4 [Reserved]

Section 4.5 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen and their Sureties. In the event of a default by any contractor, subcontractor, materialman or other Person under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, 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.

ARTICLE V
DEMISING CLAUSES AND RENTAL PROVISIONS

Section 5.1 Demise of Facility. The Agency hereby leases the Facility, consisting of the Land as particularly described in Exhibit A attached hereto, the Improvements and the Equipment as particularly described in Exhibit B attached hereto, to the Company and the Company hereby takes the Facility from the Agency upon the terms and conditions of this Amended and Restated Lease Agreement.

Section 5.2 Duration of Lease Term; Quiet Enjoyment.

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

(b) Except as provided in Section 10.2 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on July 30, 2028 or on such earlier date as may be permitted by Section 11.1 hereof.

(c) Except as provided in Sections 8.3 and 10.2 hereof, the Agency shall neither take nor suffer or permit any action to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Facility and will, at the request of the Company and at the

Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

Section 5.3 Rents and Other Amounts Payable.

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

(b) In addition to the payments of rent pursuant to Section 5.3(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within ten (10) days of receipt of demand therefor, the expenses of the Agency and the members thereof incurred (i) by reason of the Agency's ownership or leasing of the Facility or (ii) in connection with the carrying out of the Agency's duties and obligations under the Agency Documents, the payment of which is not otherwise provided for under this Amended and Restated Lease Agreement. The foregoing shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Agency.

(c) The Company, under the provisions of this Section 5.3, agrees to make the above-mentioned payments in immediately available funds and without any further notice in lawful money of the United States of America. In the event the Company shall fail to timely make any payment required in Section 5.3(a) or 5.3(b), the Company shall pay the same together with interest on such payment at a rate equal to two percent (2%) plus the prime rate as established by Bank of America or its successor, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

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

Subject to the foregoing provisions, nothing contained in this Section shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Amended and Restated Lease Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance, and the Agency covenants that it will not, subject to the provisions of Section 8.3 and Article X hereof, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or estate of the Company hereunder, except upon written consent of the Company.

Section 5.5 [Reserved]

Section 5.6 [Reserved]

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 Maintenance and Modifications of Facility by Company.

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

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

Section 6.2 Installation of Additional Equipment. Subject to the provisions of Section 8.10 hereof, the Company, and its permitted sublessees from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may create or permit to be created any Lien on such machinery, equipment and other personal property from the Facility. Further, 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 (i) if any Event of Default which has not been cured has occurred; or (ii) if any such removal shall adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended, and provided further, that if any damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense.

Section 6.3 Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same become due and before any fine, penalty, interest (except interest which is payable in connection with legally permissible installment payments) or other cost that may be added thereto or become due or be imposed by operation of law for the non-payment thereof, (i) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at anytime be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part hereof and

any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; and (iv) all payments under the PILOT Agreement; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Amended and Restated Lease Agreement to pay only such installments as are required to be paid during the Lease Term.

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

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

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

Section 6.4 Insurance Required. At all times throughout the Lease Term, the Company shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

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

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

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

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

(e) A policy or policies of flood insurance in an amount which will adequately insure the Facility or the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 6.5 Additional Provisions Respecting Insurance.

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

(b) All policies or certificates (or binders) of insurance required by Sections 6.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 6.4 hereof and complying with the additional requirements of Section 6.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the appropriate Person with evidence that such policy has been renewed or replaced or is no longer required by this Amended and Restated Lease Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Amended and Restated Lease Agreement as the Agency may from time to time reasonably require.

Section 6.6 Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 6.4 hereof shall be applied as set forth in the mortgage, if any. Once the mortgage has been released, the net proceeds shall be applied as follows: (i) the net proceeds of the insurance required by Sections 6.4(a) and (e) hereof shall be applied as provided in Section 7.1 hereof, and (ii) the net proceeds of the insurance required by Sections 6.4(b), (c), and (d) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 6.7 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, together with any fine, penalty, interest or cost which may have been added thereto or become due or been imposed by operation of law for nonpayment thereof, or payments-in-lieu-of-taxes pursuant to the PILOT Agreement, assessment or other governmental charge required to be paid by Section 6.3 hereof, (ii) to maintain any insurance required to be maintained by Section 6.4 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 8.9(b) hereof), (v) to pay any real property transfer gains tax, together with any interest and penalties thereon, which is due and payable by reason of a conveyance of the leasehold estate in and to the Facility pursuant to a judicial sale in any foreclosure action or by deed and/or assignment in lieu of foreclosure or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax or payments-in-lieu-of-taxes pursuant to the PILOT Agreement, assessment or other governmental charge or the premium for such insurance or any such other payment or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Company, and in the case of any tax, assessment or governmental charge or the amounts specified in paragraphs (iii), (v) and (vi) hereof, no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this Amended and Restated Lease Agreement unless an Event of Default hereunder shall have occurred and be continuing. Notwithstanding the provisions of this Section 6.7, if, because of the Company's failure to make payments as described in this Section 6.7, either the Agency, or any of its respective members, directors, officers, agents (except the Company), or employees, shall be threatened with a fine, liability, expense or imprisonment, then the Agency may immediately make payment on behalf of the Company in avoidance thereof. No such payment by the Agency shall affect or impair any rights of the Agency hereunder arising in consequence of such failure by the Company. The Company shall, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all reasonable legal fees and disbursements), together with interest thereon from the date of payment of such amount, expense or cost by the Agency at two percent (2%) above the prime rate as established by Fleet National Bank or its successor.

Section 6.8 Compliance with Article 31 of Tax Law.

(a) The Company shall keep true and complete records pertaining to its acquisition of title to the fee or the leasehold estate in and to the Facility, all subsequent transfers of any interests therein or any part thereof and all changes in the controlling interest (by way of changes in stock ownership, capital, profits, beneficial interest or otherwise) in the Company or any related entity which may hereafter own and/or acquire title to the fee or the leasehold estate in and to the Facility, including, but not limited to, a copy of the contract of sale, title report (if any), assignment of lease, closing

statement, transferor's affidavit, questionnaire or return, statement of tentative assessment and any other notices or determinations of tax received from the New York State Department of Taxation and Finance, transferor's supplemental return, the date and cost of all "capital improvements" made to the Land, the Improvements or any part thereof and evidence of the payment of real property transfer tax imposed by reason of Article 31 of the New York Tax Law and the filing of all reports and any other information or documentation required by the New York State Department of Taxation and Finance by reason of said Article or any regulations promulgated thereunder. All such records shall be made available to the Agency for inspection from time to time upon their request.

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

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage or Destruction of the Facility.

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

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

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

(iii) upon the occurrence of such damage or destruction, the net proceeds derived from the insurance shall be paid in accordance with the terms of the mortgage, if any, so long as the mortgage is in effect. After the release of the mortgage, the net proceeds derived from the insurance shall be paid to the Company, except as otherwise

provided in Section 11.1 and subsection (d) hereof, or under the terms and conditions of the Sublease.

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

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

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

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

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

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

Section 7.2 Condemnation.

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

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

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Amended and Restated Lease Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated or Substitute Facilities acquired); and

(iii) upon the occurrence of such Condemnation, the net proceeds derived therefrom shall be paid in accordance with the terms of the mortgage, if any, so long as the mortgage is in effect. After the release of the mortgage, the net proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 11.1 and subsection (d) hereof.

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

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

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

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

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

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

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

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

ARTICLE VIII
SPECIAL COVENANTS

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

Section 8.2 Hold Harmless Provisions.

(a) The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agrees to defend, indemnify, release and

hold the Agency, its directors, members, officers, agents (except the Company) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, owning and leasing the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, the exercise by the Company of the authority conferred upon it pursuant to Section 4.1(d) of this Amended and Restated Lease Agreement and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) Notwithstanding any other provisions of this Amended and Restated Lease Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Amended and Restated Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency, or its respective members, directors, officers, agents and employees, relating to the enforcement of the provisions herein specified.

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

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

Section 8.4 [Reserved].

Section 8.5 [Reserved].

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

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

Section 8.8 Compliance With Orders, Ordinances, Etc. The Company hereby restates and reaffirms the covenants, representations and obligations set forth in the Environmental Compliance and Indemnification Agreement dated as of December 1, 2007 by and among the Agency, GLDC and the Company (the "Environmental Compliance and Indemnification Agreement"), it being the intention of the Agency and the Company that the Company's covenants and representations, and its obligations to indemnify with respect to any Environmental Matters shall be governed by and under the Environmental Compliance and Indemnification Agreement.

Section 8.9 Discharge of Liens and Encumbrances.

(a) The Company, throughout the Lease Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items, the Facility or any part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Agency to protect their respective interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 8.10 Identification of Equipment. All Equipment which is or may become the Property of the Agency pursuant to the provisions of this Amended and Restated Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency. All Equipment and other Property of whatever nature affixed or attached to the Land or used or to be used by the Company in connection with the Land or the Improvements shall be deemed presumptively to be owned by the Agency, rather than the Company, unless the same were utilized for purposes of construction of the Facility or were installed by the Company and title thereto was retained by the Company as provided in Section 6.2 of this Amended and Restated Lease Agreement and such Equipment and other Property were properly identified by such appropriate records as were approved by the Agency.

Section 8.11 Depreciation Deductions and Investment Tax Credit. The parties agree that, as between them, the Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Facility and to any investment credit with respect to any part of the Facility.

Section 8.12 Employment Opportunities, Notice of Jobs. The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated

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

Section 8.13 Limitation of Liability of the Agency. The liability of the Agency to the Company under this Amended and Restated Lease Agreement shall be enforceable only out of the Agency's interest under this Amended and Restated Lease Agreement, and there shall be no other recourse against the Agency, its officers, members, agents and employees, past, present or future, or any of the property now or hereafter owned by it or them.

ARTICLE IX

ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

Section 9.1 Restriction on Sale of Facility; Release of Certain Land, Improvements and/or Equipment.

(a) Except as otherwise specifically provided in this Article IX and in Article X hereof, the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Amended and Restated Lease Agreement, without the prior written consent of the Company.

(b) The Agency and the Company from time to time may release from the provisions of this Amended and Restated Lease Agreement and the leasehold estate created hereby any part of, or interest in, the Land, the Improvements and/or the Equipment which is not necessary, desirable or useful for the Facility. In such event, the Agency, at the Company's sole cost and expense, shall execute and deliver, any and all instruments necessary or appropriate to so release such part of, or interest in, the Land, the Improvements and/or the Equipment and convey such title thereto or interest therein, free from the lien of the mortgage, if any, to the Company or such other Person as the Company may designate.

Section 9.2 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 (except for the Fixtures) has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company with the prior written consent of the Agency (which consent may not be unreasonably withheld but may be subject to such reasonable conditions as the Agency may deem appropriate), may remove such items from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the operation of the Facility for the purpose for which it is intended or change the nature of the Facility so that it does not constitute a "project" under the Act.

(b) The Agency shall execute and deliver to 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 reasonable counsel fees) incurred in transferring title to any item of Equipment removed pursuant to this Section 9.2.

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

Section 9.3 Assignment and Subleasing.

(a) This Amended and Restated Lease Agreement may not be assigned, in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance. Any assignment or sublease shall be on the following conditions, as of the time of such assignment or sublease:

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

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

(iii) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;

(iv) Neither the validity nor the enforceability of the Amended and Restated Lease Agreement shall be adversely affected thereby;

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

(vi) Transaction Counsel has delivered to the Agency, at the sole cost of the Company, an opinion letter confirming that, as a result of the purported assignment or sublease of the Facility, the Facility shall continue to constitute a "project" as such quoted term is defined in the Act; and

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

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

Section 9.4 Mortgage and Pledge of Agency's Interests to Bank. The Agency may be requested to (i) mortgage its interest in the Facility, and (ii) pledge and assign its rights to and interest in this Amended and Restated Lease Agreement and in all amounts payable by the Company pursuant to Section 5.3 hereof and all other provisions of this Amended and Restated Lease Agreement (other than Unassigned Rights) to a lending institution. The Agency shall not unreasonably withhold its consent to such mortgage, pledge and assignment and the Company shall pay the reasonable attorneys' fees incurred by the Agency in connection with any such future mortgage financing, provided, however, that the Company shall not be required to pay nor shall the Agency charge, any additional agency fees in connection with the initial future mortgage financing. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such mortgage, pledge and assignment continue to run to the Agency for its benefit.

Section 9.5 Reserved

Section 9.6 Merger of Agency.

(a) Nothing contained in this Amended and Restated Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to own and lease the Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Amended and Restated Lease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 9.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

ARTICLE X

EVENTS OF DEFAULTS AND REMEDIES

Section 10.1 Events of Default Defined.

(a) The following shall be "Events of Default" under this Amended and Restated Lease Agreement:

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 5.3(a) and (b) hereof and upon failure to cure such default within five (5) days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 8.6 and 9.3 hereof, within five (5) days after receipt of notice;

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

(iv) the failure by the Company to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed (except obligations referred to in 10.1(a)(i), (ii), and (iii)) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the Agency;

(v) the failure by the Company to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; the commencement by the Company (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor in such case or proceeding, or such case or proceeding is consented to by the Company or remains undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors;

(vi) the invalidity, illegality or unenforceability of the PILOT Agreement or the failure of the Company to make payments thereunder when due; or

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

(b) Notwithstanding the provisions of Section 10.1(a), if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under Sections 4.1 and 6.1 of this Amended and Restated Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under this Amended and Restated Lease Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such

inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 10.2 Remedies on Default.

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

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid installments of rent payable pursuant to Section 5.3(a) and (b) hereof and (B) all other payments due under this Amended and Restated Lease Agreement; provided, however, that if an Event of Default specified in Section 10.1(a)(v) hereof shall have occurred, such installments of rent and other payments due under this Amended and Restated Lease Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) reconvey the Facility to the Company and terminate the PILOT Agreement. The Agency shall have the right to execute an appropriate deed with respect to the Facility and to place the same on record in the Oneida County Clerk's Office, at the expense of the Company, and in such event the Company waives delivery and acceptance of such deed. The Company does hereby appoint the Agency as its true and lawful agent to execute such instruments and documents as may be necessary and appropriate to effectuate such reconveyance as aforesaid. Such appointment of the Agency as the agent of the Company shall be deemed to be an agency coupled with an interest and such appointment shall be irrevocable;

(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, and to enforce the obligations, agreements or covenants of the Company under this Amended and Restated Lease Agreement.

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

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

Section 10.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Amended and Restated Lease Agreement or any of the other Transaction Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such

right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Amended and Restated Lease Agreement.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Amended and Restated Lease Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred.

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

Section 10.6 Recapture.

(a) If the Company shifts production to a facility outside of Oneida County and, as a result, fails to achieve the economic benefits projected, then the Agency will declare the agreement to be in default and require the value of the incentives utilized to date to be repaid, with interest (determined as the New York State legal interest rate).

(b) If it is determined that the economic benefits projected by the Company have not been achieved for reasons other than described above, then the Agency will afford the Company a hearing where the Company will have the opportunity to present its case as to relevant issues. The following criteria will be used to determine if a valid exemption exists for failure to achieve the economic benefits projected by the Company:

(i) Natural Disaster: if a natural disaster such as fire, flood or tornado disrupts the business.

(ii) Industry Trends: an evaluation of industry trends will be made relevant to the Company, and a determination reached as to whether the Company is in a market that is declining. International and national data will be used in the evaluation. An industry is considered in decline when, measure by the appropriate SIC code, it experiences employment or revenue declines – beyond its control – of 10% or more over 3 years.

(iii) Loss of Major Supplier or Customer: if the loss of a customer or supplier represents 15% or more of the sales of the Company.

(iv) Productivity Improvements: if new technology, equipment or general productivity improvements result in the need for less than projected employees or investment.

(v) Unfair Competition: if an international competitor utilizes an unfair competitive advantage to acquire market share.

(c) If the Agency, based on criteria outlined in paragraphs (a) and (b) above, then determines that the Company's reasons for failing to meet the economic benefit projections are invalid,

the Agency may declare this Amended and Restated Lease Agreement to be in default and require the value of the incentives utilized to date to be repaid, with interest.

(d) The Agency in granting benefits retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.

(e) No violation of these provisions will, in and of itself, constitute a default of any financing debt instrument.

ARTICLE XI

EARLY TERMINATION OF AMENDED AND RESTATED LEASE AGREEMENT; OPTION IN FAVOR OF COMPANY

Section 11.1 Early Termination of Amended and Restated Lease Agreement. The Company shall have the option to terminate this Amended and Restated Lease Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section and the date upon which such payments required by Section 11.2 hereof shall be made (which date shall not be less than 45 nor more than 90 days from the date such certificate is filed) and upon compliance with the requirements set forth in Section 11.2 hereof.

Section 11.2 Conditions to Early Termination of Amended and Restated Lease Agreement. In the event the Company exercises its option to terminate this Amended and Restated Lease Agreement in accordance with the provisions of Section 11.1 hereof, the Company shall make the following payments:

(a) To the Agency or the Taxing Authorities (as such term is defined in the PILOT Agreement), as appropriate pursuant to the terms of the PILOT Agreement: all amounts due and payable under the PILOT Agreement as of the date of the conveyance described in Section 11.3 hereof.

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

Section 11.3 Obligation to Purchase Facility. Upon termination or expiration of the Lease Term, in accordance with Sections 5.2 or 11.1 hereof, the Company shall purchase the Facility from the Agency for the purchase price of One Dollar ($1.00). The Company shall purchase the Facility by giving written notice to the Agency (which may be contained in the certificate referred to in Section 11.1 hereof) (i) declaring the Company's election to purchase and (ii) fixing the date of closing such purchase, which shall be the date on which this Amended and Restated Lease Agreement is to be terminated.

Section 11.4 Conveyance on Purchase. At the closing of any purchase of the Facility pursuant to Section 11.3 hereof, the Agency shall, upon receipt of the purchase price, deliver to the Company all necessary documents (i) to convey to the Company title to the Property being purchased, as such Property exists, subject only to the following: (A) any Liens to which title to such Property was subject when conveyed to the Agency, (B) any Liens created at the request of the Company, to the creation of which the Company consented or in the creation of which the Company acquiesced, (C) any

Permitted Encumbrances and (D) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Amended and Restated Lease Agreement or arising out of an Event of Default hereunder, and (ii) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance or Condemnation awards with respect to the Facility (but not including any Unassigned Rights). Upon the conveyance of the Facility by the Agency to the Company pursuant to this Article XI, the PILOT Agreement shall terminate.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn: Executive Director

With a copy to:

Linda E. Romano, Esq.
Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501

To the Company:

Mascoma-NY, LLC
1380 Soldiers Field Road, Second Floor
Boston, Massachusetts 02135
Attention: Kevin Stone

With a copy to:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Russell Gaenzle, Esq.

Section 12.2 Binding Effect. This Amended and Restated Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 12.3 Severability. In the event any provision of this Amended and Restated Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.4 Amendments, Changes and Modifications. This Amended and Restated Lease Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the Agency and the Company.

Nothing contained herein is intended to limit or restrict the Agency's rights under this Amended and Restated Lease Agreement in the event of a default by the Company (which is not cured by the Company within the applicable period of notice and/or grace, if any).

Section 12.5 Execution of Counterparts. This Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Only possession of the counterpart marked "Secured Party's Original" shall be effective to perfect the rights of any holder of the Lease as counterparts shall be marked "Duplicate" and no security interest therein can be created except by possession of the "Secured Party's Original" counterpart.

Section 12.6 Applicable Law. This Amended and Restated Lease Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 12.7 [Reserved]

Section 12.8 Survival of Obligations. This Amended and Restated Lease Agreement shall survive the performance of the obligations of the Company to make payments hereunder and all indemnities shall survive the foregoing and any termination or expiration of this Amended and Restated Lease Agreement.

Section 12.9 Table of Contents and Section Headings not Controlling. The Table of Contents and the headings of the several Sections in this Amended and Restated Lease Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Amended and Restated Lease Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Agency and the Company have caused this Amended and Restated Lease Agreement to be executed in their respective names by their duly authorized officers, all as of May 16, 2008.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By _____
David C. Grow
Its Chairman

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Its Chief Executive Officer

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

On the 22 day of May 2008 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires Aug. 1, 2010

STATE OF MASSACHUSETTS)
: ss.:
COUNTY OF MIDDLESEX)

On the 16 day of May 2008 before me, the undersigned a notary public in and for said state, personally appeared **Bruce A. Jamerson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Nancy E. Bubeck
Notary Public

NANCY E. BUBECK
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 26, 2009

EXHIBIT A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

SUBJECT TO and TOGETHER WITH all terms, covenants, conditions, reservations, obligations, exceptions, restrictions, easements and rights-of-way contained or referred to in (i) Quitclaim Deed from Oneida County Industrial Development Agency ("OCIDA") to Griffiss Local Development Corporation ("GLDC") dated

December 1, 2007 and to be recorded in the Oneida County Clerk's Office and (ii) Bargain and Sale Deed from GLDC to OCIDA dated December 1, 2007 and to be recorded in the Oneida County Clerk's Office

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

SUBJECT TO the Permitted Exceptions (as that term is defined in a Sublease Agreement dated as of December 1, 2007 between GLDC, as Sublessor, and Mascoma-NY, LLC, as Sublessee), a memorandum of which is to be recorded in the Oneida County Clerk's Office.

EXHIBIT B

EQUIPMENT

All fixtures, building materials and items of personal property acquired, constructed and installed and/or to be acquired, constructed and installed in connection with the completion of the Griffiss Local Development Corporation/Mascoma-NY, LLC Facility located in the City of Rome, Oneida County, New York.

SCHEDULE A
SCHEDULE OF DEFINITIONS

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

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

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

"Amended and Restated Lease Agreement" means the Amended and Restated Lease Agreement dated as of May 16, 2008 by and between the Agency, as lessor, and the Company, as lessee, with respect to the Facility, as the same may be amended from time to time.

"Authorizing Resolution" means the resolution adopted by the Agency on the 29th day of September 2007 authorizing the execution and delivery of the Agency Documents as such resolution may be amended and supplemented from time to time.

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

"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 Deed.

"Company" means Mascoma-NY, LLC, a Delaware limited liability company with its principal offices at 1380 Soldiers Field Road, Second Floor, Boston, MA 02135 and its successors and assigns.

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

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

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of acquisition, construction, renovation and equipping of the Facility, which date shall not be prior to August 9, 2007, or (ii) the Closing Date and (b) ending on the completion date.

"Deed" means the Deed given by the Company to the Agency with respect to the Land and the existing improvements thereon dated the Closing Date.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of December 1, 2007 by and among the Agency, the Company and Sublessee, as the same may be amended from time to time.

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

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

"Equipment Lease" means that certain lease agreement by and between the Agency and Company concerning the Equipment.

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

"Facility" means the Land, the Improvements and the Equipment leased to the Company under the Amended and Restated Lease Agreement.

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

"Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

"Improvements" means all those buildings, improvements, structures and other related facilities (i) affixed or attached to the Land and (ii) not part of the Equipment, all as they may exist from time to time. Notwithstanding anything to the contrary herein contained, the term Improvements

excludes (a) improvements that are not owned by or do not belong to the Agency or the Company, (b) improvements which constitute a part of or relate to any utility line or system which services multiple users within the Griffiss Business Park (e.g., pipes, lines, conduits, and appurtenant equipment which constitute a part of or relate to the water distribution system, the electrical distribution system, the sanitary sewer system and/or the storm water sewer system in the Griffiss Business Park) and (c) improvements which lie within the bounds of, and are described in, any right-of-way or easement affecting the Facility (e.g., rail improvements). The term Improvements does, however, include utility pipes, lines, conduits, etc. which service only the building (e.g., utility laterals).

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

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

"Lease Agreement" means the Lease Agreement dated as of December 1, 2007 by and between the Agency, as lessor, and GLDC, as lessee, with respect to the Facility.

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

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

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

"PILOT Agreement" means the Payment-in-Lieu-of-Tax Agreement dated as of December 1, 2007 between the Company, the Sublessee and the Agency, as amended from time to time.

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

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

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

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

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

"State" means the State of New York.

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

"Title Report" means that certain Certificate of Title – Preliminary Report issued by TICOR Title Insurance Company bearing Title No. 5107-60182, dated July 17, 2007 and last revised December 5, 2007.

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

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

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

EXHIBIT C

PILOT AGREEMENT

[to be attached by OCIDA]

Transcript Document No. 4

GRIFFISS LOCAL DEVELOPMENT CORPORATION

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

MASCOMA-NY, LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2007 Lease-Lease Transaction
(Griffiss Local Development Corporation /Mascoma-NY, LLC Facility)

Oneida County, City of Rome, Rome City School District

Tax Account No.: Part of CTM-243.000-1-1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of December 1, 2007, is by and among **GRIFFISS LOCAL DEVELOPMENT CORPORATION,** a corporation duly organized and validly existing under the laws of the State of New York, having an address of 153 Brooks Road, Rome, New York 13441-4105 (the "Company"), **MASCOMA-NY, LLC,** a limited liability company duly organized and validly existing under the laws of the State of Delaware and duly authorized to do business in the State of New York, having an address of 161 First Street, Second Floor East, Cambridge, Massachusetts 02142 (the "Sublessee") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,** an industrial development agency and a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

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

WHEREAS, the Company desires to acquire and renovate a certain 18± acre parcel of land situated at 679 Ellsworth Road, City of Rome, County of Oneida (the "Land") and the 54,000± square foot, single-story building situated thereon (the "Improvements") and acquire and install equipment therein (the "Equipment"), all to be used for the demonstration of the industrial-scale production of ethanol (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a fee or leasehold interest in the land and the personal property and improvements constituting the Facility and lease said land, improvements and personal property the Company pursuant to the terms and conditions of a Lease Agreement dated as of the date hereof (the "Lease Agreement"); and

WHEREAS, the Company intends to sublease the Facility to Mascoma-NY, LLC (the "Sublessee") for its operation pursuant to a Sublease Agreement dated as of the date hereof (the "Sublease Agreement") and

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

WHEREAS, the Facility will be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing July 29, 2008, the taxable status date, (the "Exempt Taxes"), because the Agency has a leasehold or other interest in the Facility and the Facility is, or will be, used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have no Exempt Taxes to pay under the provisions of the Lease Agreement from July 29, 2008 through the term of the Lease Agreement (the "Exemption Term") (each year measured by the twelve month period commencing with the first day of March herein referred to as an "Exemption Year"); and

WHEREAS, the Sublease Agreement states in part that the Sublessee will have the obligation to pay all taxes and/or payments-in-lieu-of-taxes assessed to the Company with respect to the Facility; and

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

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

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

1. The Company and/or Sublessee shall pay to each Taxing Authority:

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

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

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

(a) one hundred percent of such taxes from the first through and including the tenth Exemption Year;

(b) one-thirds of such taxes from the eleventh through and including the fifteenth Exemption Year; and

(c) two-thirds of such taxes from the sixteenth through and including the twentieth Exemption Year.

The parties acknowledge that the schedule of PILOT Payments set forth herein is based upon the understanding that the Sublessee is receiving certain benefits under the New York State Empire Zone program that are scheduled to terminate after the tenth Exemption Year. In the event said benefits terminate sooner than anticipated, the parties shall amend this PILOT Agreement to provide for the Exempt Taxes set forth in Section 2(b) herein to commence upon the following year that the Empire Zone benefits terminate. Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Lease Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Lease Agreement.

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

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

4. The PILOT Payments to be made by the Company and/or Sublessee pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Lease Agreement if the Agency did not have a leasehold or other interest in the Facility.

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

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

7. It is the intent of the parties that the Company and/or Sublessee will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company and/or Sublessee is obligated to make a payment hereunder, as if and to the same extent as if the Company were the owner of the Facility. It is the further intent of the parties that the Company and/or Sublessee will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of the Facility, the Company and/or Sublessee does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company and/or Sublessee shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company and/or Sublessee in all respects in any such proceeding at the sole cost and expense of the Company and/or Sublessee.

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

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

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

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

If to the Agency:
Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn.: Chairman

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

If to the Company:
Griffiss Local Development Corporation
153 Brooks Road
Rome, New York 13441
Attn.: Steven J. DiMeo, Authorized Representative

With a Copy to:
Saunders Kahler Amoroso & Locke, L.L.P.
185 Genesee Street, Suite 1400
Utica NY 13501
Attn.: Joseph E. Saunders, Esq.

If to the Sublessee:
Mascoma-NY, LLC
161 First Street, Second Floor East
Cambridge, Massachusetts 02142
Attn.: Kevin Stone, Partner
John Ellersick, Partner

With a Copy To:
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn.: Russell E. Gaenzle

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

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

10. Notwithstanding anything to the contrary contained herein or contained in any other Transaction Document, upon the expiration or earlier termination of the Sublease Agreement (the "Sublease Expiration/Termination") the Agency shall release the Company from all duties, obligations and liabilities arising under or relating to the Agency Documents which are attributable to the period from and after the date of said Sublease Expiration/Termination. The Agency shall not be obligated to release the Company from any duties, obligations or liabilities arising under or relating to the Agency Documents which are attributable to the period prior to the date of said Sublease Expiration/Termination. The parties hereto agree to execute and deliver such agreements and/or instruments as may be reasonably necessary to effect and carry out the provisions of this paragraph.

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Authorized Representative

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Vice Chairman

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Authorized Representative

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Vice Chairman

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

On the 31st day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
JOSEPH E. SAUNDERS
NOTARY PUBLIC, State of New York
Appointed in Oneida County
My Commission Expires Nov. 30, 2009

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

On the 14th day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires Aug. 1, 2010

STATE OF MASSACHUSETTS)
: ss.:
COUNTY OF MIDDLESEX)

On the 20th day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **Bruce A. Jamerson,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JEAN B. LAOTURE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 18, 2009

SCHEDULE A

COUNTY OF ONEIDA
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

CITY OF ROME
Receiver of Taxes
198 N. Washington Street
Rome, New York 13440
Attn.: City Treasurer

CITY OF ROME
Receiver of School Taxes
198 N. Washington Street
Rome, New York 13440

EXHIBIT D

ENVIRONMENTAL COMPLIANCE AGREEMENT

[to be attached by OCIDA]

Transcript Document No. 5

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

GRIFFISS LOCAL DEVELOPMENT CORPORATION

and

MASCOMA-NY, LLC

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

Dated as of December 1, 2007

Oneida County Industrial Development Agency
2007 Real Estate Transfer
(Griffiss Local Development Corporation/Mascoma-NY, LLC Facility)

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EXHIBIT A - LEGAL DESCRIPTION OF REAL PROPERTY
EXHIBIT B - EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF INDEMNITORS

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, dated as of December 1, 2007, is by and among the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency"), **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a corporation duly organized and validly existing under the laws of the State of New York having an address of 153 Brooks Road, Rome, New York 13441 (the "Company") and **MASCOMA-NY, LLC**, a limited liability partnership duly organized and validly existing under the laws of the State of Delaware having an address of 161 First Street, Second Floor East, Cambridge, MA 02142 (the "Sublessee").

WITNESSETH:

WHEREAS, the Agency has agreed to lease a certain industrial development facility (the "Facility") located at 679 Ellsworth Road, City of Rome, County of Oneida, New York (the "Land"), more particularly described in Schedule A attached hereto, to the Company pursuant to a Lease Agreement, dated as of December 1, 2007 (the "Lease Agreement"), by and between the Agency, as lessor and the Company, as lessee;

WHEREAS, the Facility will be further subleased from the Company to the Sublessee pursuant to a Sublease Agreement dated as of December 1, 2007 (the "Sublease Agreement"), by and between the Company, as sublessor and the Sublessee, as sublessee;

WHEREAS, as a condition for it to enter into and perform the transactions contemplated by the Lease Agreement and the Sublease Agreement, the Agency has required the Company and the Sublessee to enter a Payment-in-Lieu-of-Tax Agreement dated as of December 1, 2007 (the "PILOT Agreement") whereby the Company and the Sublessee agree to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein);

WHEREAS, for purposes of this Environmental Compliance and Indemnification Agreement, the Facility shall consist of the Land, the Equipment and the Improvements, defined in and more particularly described in the Lease Agreement, and leased by the Agency to the Company pursuant to the Lease Agreement and subleased by the Company to the Sublessee, together with all additions to and replacements and substitutions of the Facility;

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into and perform the transactions contemplated by the Lease Agreement and the PILOT Agreement, that the Company and the Sublessee enter into, execute, deliver and perform this Environmental Compliance and Indemnification Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. All capitalized terms used in this Environmental Compliance and Indemnification Agreement and not hereinafter defined shall have the meanings set forth below or in the Schedule of Definitions attached to the Lease Agreement.

(a) "Disposal" has the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.).

(b) "Environment" means any water or water vapor, and land, including land surface or subsurface, air, fish, wildlife, flora, fauna, biota and all other natural resources.

(c) "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection, preservation or remediation of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, written and published policies, guidelines, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(d) "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, construction, equipping, use and/or operation of the Facility, for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Facility.

(e) "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

(f) "Improvements" means the buildings, structures and other improvements (if any) presently located or to be constructed on the Facility.

(g) "Indemnitee" means the Agency, and its successors and assigns.

(h) "Indemnitors" means the Company, the Sublessee and their respective successors and assigns.

(i) "Pre-Existing Environmental Condition" - means any condition with respect to the Environment of the Facility existing on or prior to September 5, 2007, including but not limited to any Release, and any condition known or unknown, discovered or undiscovered, which (i) legally required or requires remediation or mitigation, and/or (ii) violated or violates any Environmental Law.

(i) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.

Section 2. Representations and Warranties. Except as otherwise set forth and disclosed in those certain documents listed on Exhibit B attached hereto, the Indemnitors hereby represent and warrant to the Indemnitee that, to its actual knowledge as of the date hereof, without any further investigation or inquiry whatsoever:

(a) The Facility is not being and has not been used in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste management or disposal site or for, manufacturing or industrial purposes or for the storage of petroleum or petroleum based products.

(b) Underground storage tanks are not and, to the best of the Indemnitors' knowledge, have not been located on the Facility.

(c) Prior to the Sublessee's occupancy of the Facility and commencement of operations, all Environmental Permits necessary for the renovation, equipping, ownership, use or operation of the Facility will be obtained and thereafter maintained in full force and effect.

(d) There are no actions, suits, claims or proceedings, pending or overtly threatened, in writing which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or remedy that arise out of, relate to or result from (i) environmental conditions at, on or in the Facility, (ii) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (iii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or (iv) 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 acquisition, construction, equipping, ownership, use, operation, sale, transfer or conveyance thereof.

(e) Each of the foregoing representations is made by each Indemnitor by, on account of, and for and on behalf of itself only and for no other party. Nothing contained herein shall be deemed, interpreted, or otherwise construed to impute the knowledge (actual or constructive) of one Indemnitor to another Indemnitor.

Section 3. Covenants of Indemnitors. Each Indemnitor hereby covenants and agrees with the Indemnitee as follows:

(a) (i) The Indemnitors shall renovate, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits, and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to construct, equip, 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.

(ii) The Indemnitors shall comply with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Clean Air Act, the Federal Water Pollution Control Act and any and all environmental laws, policies, rules or regulations, applicable under the Federal law and the law of the State of New York, all as the same may from time to time be in force and amended.

(b) The Indemnitors shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits.

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

(d) The Indemnitors shall promptly provide the Indemnitee with a copy of all notifications which either Indemnitor gives or receives with respect to environmental conditions at or in the vicinity of the Facility or any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If either Indemnitor receives or becomes aware of any such notification which is not in writing or otherwise capable of being copied, the Indemnitor shall promptly advise the Indemnitee of such verbal, telephonic or electronic notification and confirm such notice in writing.

(e) The Indemnitors 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 may become present at the Facility as a direct result of Indemnitor's operations at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits. Nothing contained herein shall be deemed or otherwise construed to impose any liability or obligation upon any Indemnitor for any Pre-Existing Environmental Condition.

(f) The Indemnitors shall allow the Indemnitee and its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions.

(g) If at any time the Indemnitee obtains any notice or information that the Indemnitors or the Facility or the renovation, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, other than as may exist or be suspected with respect to or arising out of a Pre-Existing Environmental Condition, the Indemnitee 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 Indemnitee be prepared by a professional environmental engineer or other qualified environmental scientist

acceptable to the Indemnitee, at the Indemnitors' sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility which is caused by Indemnitor and unrelated to any Pre-Existing Environmental Condition, the Indemnitor shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. In the event the violation or non-compliance arises out of a Pre-Existing Environmental Condition, then the Indemnitee shall look to the Company solely for the remedies listed in this Section 3(g).

Section 4. Indemnification Provisions.

(a) The Indemnitors, jointly and severally, hereby covenant and agree, at their sole cost and expense, to indemnify, protect, defend, save and hold harmless, jointly and severally, the Indemnitee, its officers, directors, members, employees, agents (other than the Company) 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, expenses and disbursements, and 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 Indemnitee relating to, resulting from or arising out of (i) the renovation, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products, (ii) 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 caused by Indemnitor and unrelated to any Pre-Existing Environmental Condition, (iii) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility caused by Indemnitor, unrelated to any Pre-Existing Environmental Condition, and required by any Environmental Law, (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same are caused by Indemnitor, unrelated to any Pre-Existing Environmental Condition and arise from the condition of the Facility or the construction, renovation, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (v) a violation of any applicable Environmental Law which is unrelated to a Pre-Existing Environmental Condition, (vi) non-compliance with any Environmental Permit which is unrelated to a Pre-Existing Environmental Condition or (vii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Indemnitors in this Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

(b) The liability of the Indemnitors to the Indemnitee hereunder shall in no way be limited, abridged, impaired or otherwise affected by (i) any amendment or modification of any of the Transaction Documents by or for the benefit of the Indemnitee, the Indemnitors or any subsequent owners or users of the Facility, (ii) any extensions of time for payment or performance required by any of the Transaction Documents, (iii) the release of the Indemnitors or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Transaction Documents by operation of law, either by the Indemnitee's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Transaction Documents, (v) any applicable statute of limitations, (vi) any investigation or inquiry conducted by or on the behalf of the Indemnitee or any information which the Indemnitee may have or obtain with respect to the environmental or ecological condition of the Facility, (vii) the sale, assignment, subleasing, transfer or conveyance of all or part of the Land or the Facility or Indemnitors' interests and rights in, to, and under the Lease Agreement or the termination of the Lease Agreement, but only with respect to a Release that has occurred prior to any such event, (viii) the death or legal incapacity of the Indemnitors, (ix) the release or discharge, in whole or in part, of the Indemnitors in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (x) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under the Lease Agreement, or any other Transaction Document, or of the Indemnitors under this Environmental Compliance and Indemnification Agreement.

(c) The indemnification agreement contained herein with respect to the Company is wholly independent of and in addition to any indemnification agreement heretofore given to the Indemnitee as part of the application process, and/or contained in any of the Transaction Documents.

Section 5. Survival. Notwithstanding anything to the contrary contained herein, the representations, warranties, covenants and indemnifications of the Indemnitors contained in this Agreement shall continue and remain in full force and effect in perpetuity and shall survive any termination, conveyance, assignment, subleasing or defeasance of any right, title or interest of the Indemnitee in and to the Facility or in, to or under the Lease Agreement.

Section 6. Governing Law. This Environmental Compliance and Indemnification Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York, without regard or reference to its conflict of laws and principles.

Section 7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attention: Chairman

To the Company:

Griffiss Local Development Corporation
153 Brooks Road
Rome, New York 13441
Attn.: Steven J. DiMeo

To the Sublessee:

Mascoma-NY, LLC
161 First Street, Second Floor East
Cambridge, MA 02142
Attn.: Kevin Stone, Partner
John Ellersick, Partner

A duplicate copy of each notice, certificate and other written communication given hereunder by any party hereto to any other party hereto shall also be given to every other party hereto, at the addresses herein set forth or provided for. Such notice shall be deemed to have been given upon receipt or upon refusal of the party being notified to accept delivery of such notice.

Section 8. Binding Effect. This Environmental Compliance and Indemnification Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 9. Severability. In the event any provision of this Environmental Compliance and Indemnification 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 10. Amendments, Changes and Modifications. This Environmental Compliance and Indemnification Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto and without the concurring written consent of all of the parties hereto.

Section 11. Execution of Counterparts. This Environmental Compliance and Indemnification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Table of Contents and Section Headings not Controlling. The Table of Contents and the headings of the several Sections in this Environmental Compliance and Indemnification 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 Environmental Compliance and Indemnification Agreement.

Section 13. This Agreement Controlling. The Indemnitee and the Indemnitors hereby agree that in the event there is a conflict between the terms of this Environmental Compliance and Indemnification Agreement and Section 8.8 of the Lease Agreement, the terms of this Environmental Compliance and Indemnification Agreement shall be controlling.

Section 14. Excluded Obligations and Liabilities. Notwithstanding anything herein to the contrary in this Environmental Compliance and Indemnification Agreement, the Lease Agreement or any other Transaction Document, Indemnitors make no indemnification whatsoever with respect to any Pre-Existing Environmental Condition.

Section 15. Release of Company. Notwithstanding anything to the contrary contained herein or contained in any other Transaction Document, upon the expiration or earlier termination of the Sublease Agreement (the "Sublease Expiration/Termination") the Agency shall release the Company from all duties, obligations and liabilities arising under or relating to the Agency Documents which are attributable to the period from and after the date of said Sublease Expiration/Termination. The Agency shall not be obligated to release the Company from any duties, obligations or liabilities arising under or relating to the Agency Documents which are attributable to the period prior to the date of said Sublease Expiration/Termination. The parties hereto agree to execute and deliver such agreements and/or instruments as may be reasonably necessary to effect and carry out the provisions of this Section 15.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this **Environmental Compliance and Indemnification Agreement** to be duly executed as of the day and year first above written.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Its Vice Chairman

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Authorized Representative

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

WITNESS our official signatures this_____ day of December 2007.

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson, Chief Executive Officer

SCHEDULE A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

The above-described premises are shown on a map (consisting of 3 sheets) entitled "Property Map Showing A Portion of Lands of Oneida County Industrial Development Agency (Shell Building Parcel)", City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027,

dated July 28, 2007, revised August 1, 2007 (the "Property Survey Map"), which Property Survey Map is to be filed in the Oneida County Clerk's Office.

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

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

SUBJECT TO the Permitted Exceptions (as that term is defined in a Sublease Agreement dated as of December 1, 2007 between GLDC, as Sublessor, and Mascoma-NY, LLC, as Sublessee), a memorandum of which is to be recorded in the Oneida County Clerk's Office.

EXHIBIT B

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF INDEMNITOR

That certain Phase I Environmental Site Assessment of the Shell Building Site at 679 Ellsworth Road, City of Rome, Oneida County, New York dated October 25, 2007 and prepared by ENSR Corporation, and any document, information or disclosure contained or referenced therein.

That certain Finding of Suitability to Transfer (FOST) dated on or about January 2000 pertaining to AFBCA/DA – Griffiss, Parcel F4A, and any document, information or disclosure contained or referenced therein.

That certain Finding of Suitability to Lease (FOSL) dated January 2000 pertaining to AFBCA/DA – Griffiss, Parcel F12A, and any document, information or disclosure contained or referenced therein.

The Permitted Exceptions (as defined in the Sublease Agreement)

EXHIBIT E

EQUIPMENT LEASE AGREEMENT

[to be attached by OCIDA]

Transcript Document No. 1

MASCOMA-NY, LLC

to

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

Dated as of December 1, 2007

Oneida County Industrial Development Agency
2007 Equipment Lease
(Mascoma-NY, LLC Facility)

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of the 1st day of December 2007, by and between **MASCOMA-NY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of Delaware with an address of 161 First Street, Second Floor East, Cambridge, Massachusetts 02142 (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 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

The Company desires to rent to the Agency the equipment described in Exhibit A attached hereto (the "Equipment") during the term of the leaseback agreement between the Agency and the Company dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to the Agency the Equipment upon the terms and conditions of this Lease Agreement.

2. Warranty of Title. The Company warrants that it has good and lien-free title to the Equipment.

3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").

4. Rent. The Agency agrees that it will pay to the Company, for the use of the Equipment, rent of One Dollar ($1.00) per annum.

5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Equipment during the Lease Term.

6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Equipment. The Agency shall not be required to maintain the Equipment or incur any costs with respect to the Equipment. All insurance proceeds shall be distributed and governed by the Leaseback Agreement.

7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Equipment to the Company in the then condition of the Equipment.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Equipment or arising by reason of or in connection with the use thereof or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, owning and leasing of the Equipment, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or

negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency:
Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn.: Executive Director

To the Company:
Mascoma-NY, LLC
161 First Street, Second Floor East
Cambridge, MA 02142
Attn.: Kevin Stone, Partner
Attn.: John Ellersick, Partner

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.

[signature page follows]

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

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Vice Chairman

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

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Vice Chairman

EXHIBIT A

EQUIPMENT

All items of personal property installed and/or to be installed in connection with the completion of the Mascoma-NY, LLC Facility located in the City of Rome, Oneida County, New York, including but not limited to fire protection equipment, office and lab furnishings, biomass pretreatment equipment, fermentation tanks and related ancillary equipment (refrigeration, pumps, chillers).

EXHIBIT F

EXISTING EQUIPMENT LEASEBACK AGREEMENT

[to be attached by OCIDA]

Transcript Document No. 2

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

MASCOMA-NY, LLC.

LEASEBACK AGREEMENT

Dated as of December 1, 2007

Oneida County Industrial Development Agency
2007 Equipment Lease
(Mascoma-NY, LLC Facility)

THIS LEASEBACK AGREEMENT (the "Leaseback Agreement"), dated as of the 1st day of December 2007, by and between **MASCOMA-NY, LLC** a limited liability company duly organized and validly existing under the laws of the State of Delaware with an address of 161 First Street, Second Floor East, Cambridge, Massachusetts 02142 (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 153 Brooks Road, Rome, New York 13441-4105 (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, renovate, refurbish, equip, lease, maintain, 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;

WHEREAS, the Agency is the owner and holder of fee title in a certain parcel of land located at 679 Ellsworth Road, Griffiss Business & Technology Park, in the City of Rome, County of Oneida as more particularly set forth and described on Exhibit A attached hereto (the "Land"), and the 54,000± square foot, single-story building situated thereon (the "Improvements"); and

WHEREAS, the Agency leases the Land and the Improvements to Griffiss Local Development Corporation ("GLDC") by way of a Lease Agreement dated as of December 1, 2007, a memorandum of which is to be recorded; and

WHEREAS, GLDC intends to sublease the Land and the Improvements to the Company pursuant to a Sublease Agreement dated as of December 1, 2007 (the "Sublease Agreement") between GLDC and the Company; and

WHEREAS, the Company desires to acquire and install equipment (the "Equipment") and construct offices and labs within the Improvements, all to be used for the demonstration of the industrial-scale production of ethanol (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Equipment and lease said Equipment back to the Company pursuant to the terms and conditions contained herein; and

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

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

WHEREAS, the Agency proposes to lease the Equipment to the Company, and the Company desires to rent the Equipment from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises 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 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 August 9, 2007, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(d) Neither the execution and delivery of any of the Agency Documents and the other documents contemplated thereby nor the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Agency Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, any other law or ordinance of the State or any political subdivision thereof or of the Agency's Certificate of Establishment or 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 Leaseback Agreement by the undertaking of the Company to construct, renovate, equip, maintain and repair the Facility and related jobs in Oneida County, New York.

(g) The Agency will be granting to the Company exemptions from sales and use taxes only relating to the Project, and is not granting to the Company any mortgage tax exemption or abatement of real property taxes.

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 limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to conduct 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 Articles of Organization or Operating Agreement 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 thereof 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 Facility and the design, construction, equipping and operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. 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 all those properties and assets contemplated by this Leaseback Agreement and all documents related hereto.

(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 Leaseback Agreement or any of Company Documents or the transactions contemplated therein.

(g) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on 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, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that 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 any violation of the covenants or failure to be accurate of 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 conveyed to the Agency a leasehold interest in the Equipment described in Exhibit B. The Company agrees that the Agency's interest in the Equipment resulting from said conveyance will be sufficient for the purposes intended by this 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 Construction and Equipping of the Facility.

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.

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 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 Facility 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 November 30, 2008 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 Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

Section 2.6 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Equipment as follows: Five Hundred Dollars ($500.00) on the Closing Date. The Agency may, in its sole option, extend the term of the Lease Agreement. In such event, the Company shall pay basic rent of Five Hundred Dollars ($500.00) on the first day of December for each year that this Lease Agreement is extended.

(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 ten (10) days of receipt of demand therefore, the 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 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 Leaseback Agreement or (iii) terminate this 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 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 and as otherwise provided in the Authorizing Resolution, the Lease Agreement and this 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, construction, equipping or operation of the Facility. The obligations of the Agency under the Agency Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the 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 Improvements. 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) With the written consent of the Agency, which shall not be unreasonably withheld, the Company at its own expense from time to time may make any structural additions, modification 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 Facility and the Property of the Agency; 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 Agent 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 title to such Property.

Section 3.2 Installation of Additional Equipment.

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

Section 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 become due or be imposed by operation of law for the non-payment thereof, (i) all taxes and governmental charges of any kind whatsoever which may at anytime be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part thereof and any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements.

(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, including, when indicated herein, during the Construction Period, 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 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 $3,000,000 (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. This coverage shall also be in effect during the Construction Period.

(b) During the Construction Period (and for at least one year thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Owners Protective
Contractors Protective
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than $3,000,000 (combined single limit for personal injury, including bodily injury or death, and 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. All policies evidencing the insurance required by Section 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policy evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as an additional named insured. All policies evidencing the insurance required by Sections 3.4(d)(ii) and (iii) shall name the Agency and the Sublessee as additional named insureds. The policies under Section 3.4(a) shall contain appropriate waivers of subrogation.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior 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 Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Section 3.6 Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as set forth in the mortgage, if any, and in any event shall continue to protect the Agency from any liability whatsoever. Once the mortgage has been released, the net proceeds shall be applied as follows: (i) the net 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 net proceeds of the insurance required by Sections 3.4(b), (c), and (d) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 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 assessment or other governmental charge 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 or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any Mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 5.7(b) hereof), or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax, assessment or other governmental charge or the premium for such insurance or any such other payment or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Company, and in the case of any tax, assessment or governmental charge or the amounts specified in paragraphs (iii), (v) and (vi) hereof, no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this Lease Agreement unless an Event of Default hereunder shall have occurred and be continuing. Notwithstanding the provisions of this Section 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, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all 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 Equipment.

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

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

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

(iii) upon the occurrence of such damage or destruction, the Net Proceeds derived from the insurance shall be paid in accordance with the terms of the mortgage, if any, so long as the mortgage is in effect. After the release of the mortgage, the Net Proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in Section 8.1 and subsection (d) hereof.

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

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

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

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

(c) All such repair, replacement, rebuilding, restoration or relocation of the Equipment 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 Leaseback Agreement pursuant to Section 8.1 hereof such Net 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 Net 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 Land shall be taken by Condemnation (in whole or in part) at any time during the Lease Term:

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

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

(iii) upon the occurrence of such Condemnation, the Net Proceeds derived therefrom shall be paid in accordance with the terms of the mortgage, if any, so long as the mortgage is in effect. After the release of the mortgage, the Net Proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 8.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations, relocations of the Equipment 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 be in substantially the same condition and value as an operating entity as existed prior to the Condemnation;

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

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

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

(d) If the Company shall exercise their option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof such Net 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 Net Proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 4.3 Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any Condemnation award or portion thereof made for damage to or taking of any Property, which, at the time of such damage or taking, is not part of the Facility.

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 for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning 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 attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) Notwithstanding any other provisions of this 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 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 Facility.

The Agency and the duly authorized agents of the Agency shall have the right at all reasonable times to inspect the Facility. 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 the 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 requested by the Agency to provide and certify or cause to be provided and certified such information concerning the Company, their finances, their operations and their 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 book in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Company.

Section 5.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly comply, and cause any sublessee or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) The Company shall construct, equip, use, 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, tenants, subtenants, licensees and occupants of the Facility to construct, equip, 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. The Company shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits. The Company shall not cause or permit any change to be made in the present or intended construction, renovation, equipping, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the construction, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance (as such terms are defined in the Environmental Compliance and Indemnification Agreement). The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to environmental conditions at or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Company receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, the Company shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing. The Company shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits. The Company shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions. If at any time the Agency obtains any notice or information that the Company or the Facility or the construction, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Agency be prepared by a professional environmental engineer or other qualified environmental scientist 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 Environmental Compliance and Indemnification Agreement) or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. For purposes of this Section, "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. The provisions of this Section shall be in addition to any and all other obligations and liabilities the Company may have to the Agency at common law or otherwise, and shall survive the transactions contemplated herein.

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

(d) Notwithstanding the provisions of subsections (a), (b) and (c) hereof, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by failure to comply with such requirement or requirements, the Facility or any part thereof may be subject to loss, penalty or forfeiture, in which event the Company shall promptly take such action with respect thereto or provide such security as shall be 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 costs of such defense, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses, shall be paid by the Company.

(g) In the event there is a conflict between the terms of this Leaseback Agreement and the Environmental Compliance and Indemnification Agreement dated as of December 1, 2007 (the "Environmental Compliance and Indemnification Agreement") by and among the Agency, GLDC and the Company, the terms of the Environmental Compliance and Indemnification Agreement shall be controlling, it being the intention of the Agency, GLDC and the Company that the Company's covenants and representations, and the Company's obligations to indemnify with respect to any Environmental Matters shall be governed by and under the Environmental Compliance and Indemnification Agreement. In the event of an assignment and assumption of this Lease Agreement by and between GLDC and the Company, as provided under the terms and conditions of the Sublease Agreement, Agency and Company shall amend and modify this Leaseback Agreement to delete this Section 5.8 and restate it in its entirety with terms, covenants and conditions consistent with those applicable to the Company under the Environmental Compliance and Indemnification Agreement.

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 Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items, the Facility or any part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Agency to protect their respective interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 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 Facility and to any investment credit with respect to any part of the Facility.

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

Section 5.12 Limitation of Liability of the Agency.

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

RELEASE OF CERTAIN EQUIPMENT; ASSIGNMENTS AND SUBLEASING; PLEDGE OF INTERESTS

Section 6.1 Restriction on Sale of Equipment; Release of Certain Equipment.

(a) Except as otherwise specifically provided in this Article VI and in Article VII hereof, 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 Leaseback Agreement, without the prior written consent of the Company.

(b) The Agency and the Company from time to time may release from the provisions of this Leaseback Agreement and the leasehold estate created hereby any part of, or interest in, the Land which is not necessary, desirable or useful for the Facility. In such event, the Agency, at the Company's sole cost and expense, shall execute and deliver, any and all instruments necessary or appropriate to so release such part of, or interest in, the Land and convey such title thereto or interest therein to the Company or such other Person as the Company may designate.

(c) No conveyance of any part of, or interest in the Equipment affected under the provisions of this Section 6.1 shall entitle the Company to any abatement or diminution of the rents payable by it under this Leaseback Agreement.

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 (except for the fixtures) has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company with the prior written consent of the Agency (which consent may not be unreasonably withheld but may be

subject to such conditions as the Agency may deem appropriate), may remove such items from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the operation of the Facility for the purpose for which it is intended or change the nature of the Facility so that it does not constitute a "project" under the Act.

(b) The Agency shall execute and deliver to 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 Leaseback Agreement.

Section 6.3 Assignment and Subleasing.

(a) This 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 sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased;

(iii) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;

(iv) neither the validity nor the enforceability of the Leaseback Agreement shall be adversely affected thereby; and

(v) the Facility 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.

Section 6.4 Pledge of Agency's Interests to Bank.

The Agency may be requested to pledge and assign its rights to and interest in this Leaseback Agreement and in all amounts payable by the Company pursuant to Section 2.3 hereof and all other provisions of this Leaseback Agreement (other than Unassigned Rights), to a lending institution. The Agency shall not unreasonably withhold its consent to such pledge and assignment

by the Agency. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such pledge and assignment continue to run to the Agency for its benefit.

Section 6.5 Merger of Agency.

(a) Nothing contained in this Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to own and lease the 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 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) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 6.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default Defined.

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

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 2.6(a) and (b) hereof and upon failure to cure such default within five (5) days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 5.6 and 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 their 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 to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the

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

(vi) [Intentionally Omitted];

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

(viii) failure to maintain insurance as provided for in Section 3.4 and Section 3.5 herein; or

(ix) failure of the Company to pay any mortgage recording taxes that are imposed relating to the Facility.

(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 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 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, 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 sales tax that was exempted and (C) all other payments due under this 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 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, on ten (10) days written notice to the Company the Lease Term and all rights of the Company under this Leaseback Agreement and, without being liable for any prosecution or damages therefor, holding the Company liable for the amount, if any, by which the aggregate of the rents and other amounts payable by the Company hereunder exceeds the aggregate of the rents and other amounts received from such other Person under the new lease. The Agency shall have the right to execute an appropriate termination of leaseback agreement with respect to the Equipment and to place the same on record in the Oneida County Clerk's Office, at the expense of the Company, and in such event the Company waives delivery and acceptance of such termination of 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 Equipment, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.

(b) In the event the Facility is subleased or leased to another Person pursuant to Section 7.2(a)(ii) or (iii) hereof, the Agency may (but shall be under no obligation to) make such repairs or alterations in or to the Facility as it may deem necessary or desirable for the implementation of such sublease or lease, and the Company shall be liable and agrees to pay the costs of such repairs or alterations and the expenses incidental to the effecting of such sublease or lease, together with such interest on such costs and expense paid by the Agency at the rate of two percent (2%) in excess of the prime rate as set by Bank of America, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such costs and expenses were incurred until the date on which such payment is made, notwithstanding that the Lease Term and all rights of the Company under this Lease Agreement may have been terminated pursuant to Section 7.2(a)(ii) hereof.

(d) 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 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 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 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, on demand therefor, pay to the Agency the fees of such attorneys and such other 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.

(a) If the Company shifts production to a facility outside of Oneida County and, as a result, fails to achieve the economic benefits projected, then the Agency will declare this Leaseback Agreement to be in default and require the value of the incentives utilized to date to be repaid, with interest (determined as the New York State legal interest rate).

(b) If it is determined that the economic benefits projected by the Company have not been achieved for reasons other than described above, then the Agency will afford the Company a hearing where the Company will have the opportunity to present its case as to relevant issues. The following criteria will be used to determine if a valid exemption exists for failure to achieve the economic benefits projected by the Company:

(i) Natural Disaster: if a natural disaster such as fire, flood or tornado disrupts the business.

(ii) Industry Trends: an evaluation of industry trends will be made relevant to the Company, and a determination reached as to whether the Company is in a market that is declining. International and national data will be used in the evaluation. An industry is considered in decline when, measure by the appropriate SIC code, it experiences employment or revenue declines – beyond its control – of 10% or more over 3 years.

(iii) Loss of Major Supplier or Customer: if the loss of a customer or supplier represents 15% or more of the sales of the Company.

(iv) Productivity Improvements: if new technology, equipment or general productivity improvements result in the need for less than projected employees or investment.

(v) Unfair Competition: if an international competitor utilizes an unfair competitive advantage to acquire market share.

(c) If the Agency, based on criteria outlined in paragraphs (a) and (b) above, then determines that the Company's reasons for failing to meet the economic benefit projections are

invalid, the Agency may declare this Leaseback Agreement to be in default and require the value of the incentives utilized to date to be repaid, with interest.

(d) The Agency in granting benefits retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.

(e) No violation of these provisions in Section 7.6 will, in and of itself, constitute a default of any financing debt instrument.

ARTICLE VIII

EARLY TERMINATION OF LEASEBACK AGREEMENT; OPTION IN FAVOR OF COMPANY

Section 8.1 Early Termination of Leaseback Agreement.

(a) The Company shall have the option to terminate this 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 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 Leaseback Agreement. In the event the Company exercises its option to terminate this 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 unpaid fees and expenses of the Agency incurred under the Agency Documents.

Section 8.3 Obligation to Purchase Equipment. Upon termination or expiration of the Lease Term, in accordance with Sections 2.5 or 8.1 hereof, the Company shall purchase the Equipment from the Agency for the purchase price of One Dollar ($1.00). The Company shall purchase the Equipment by giving written notice to the Agency (which may be contained in the certificate referred to in Section 11.1 hereof) (i) declaring the Company's election to purchase and (ii) fixing the date of closing such purchase, which shall be the date on which the Lease Agreement and this Leaseback Agreement are to be terminated or 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 (i) to terminate the Agency's leasehold interest in and to the Property, as such Property exists, subject only to the following: (A) any Liens to which title to such Property 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 Leaseback Agreement or arising out of an Event of Default hereunder, and (ii) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any Net Proceeds of insurance or Condemnation awards with respect to the Facility (but not including any Unassigned Rights). Upon the termination of the Agency's leasehold interest pursuant to this Article VIII, all Agency Documents shall terminate.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency:	Oneida County Industrial Development Agency 153 Brooks Road Rome, New York 13441-4105 Attn.: Chairman
With a Copy To:	Bond, Schoeneck & King, PLLC 501 Main Street Utica, New York 13501 Attn.: Linda E. Romano, Esq.
To the Company:	Mascoma-NY, LLC 161 First Street, Second Floor East Cambridge, MA 02142 Attn.: Kevin Stone, Partner John Ellersick, Partner
With a Copy To:	Harris Beach PLLC 99 Garnsey Road Pittsford, New York 14534 Attn.: Russell E. Gaenzle

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

Section 9.6 Applicable Law.

This 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 List of Additional Equipment; Further Assurances.

(a) Upon the Completion Date with respect to the Facility and the installation of all of the Equipment therein, the Company shall prepare and deliver to the Agency a schedule listing all of the Equipment not previously described in this Leaseback Agreement. If requested by the Agency, the Company shall thereafter furnish to the Agency within sixty (60) days after the end of each calendar year, a schedule listing all of the Equipment not theretofore previously described herein or in the aforesaid schedule.

(b) The Agency and the Company shall execute and deliver all instruments and shall furnish all information necessary or appropriate to perfect or protect any security interest created or contemplated by this Leaseback Agreement.

Section 9.8 Survival of Obligations.

This Leaseback Agreement shall survive the performance of the obligations of the Company to make payments hereunder and all indemnities shall survive the foregoing and any termination or expiration of this Leaseback Agreement.

Section 9.9 Table of Contents and Section Headings not Controlling.

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

Section 9.10 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 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 9.11 Recording and Filing.

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

Section 9.12 Definitions.

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

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

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Vice Chairman

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

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

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Vice Chairman

MASCOMA-NY, LLC

By: Mascoma Corporation, its sole member

By: _____
Bruce A. Jamerson
Chief Executive Officer

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

On the 14th day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires Aug. 1, 2010

STATE OF)
: ss.:
COUNTY OF)

On the ___ day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **Bruce A. Jamerson,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 14th day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF MASSACHUSETTS)
: ss.:
COUNTY OF MIDDLESEX)

On the 20th day of December 2007 before me, the undersigned a notary public in and for said state, personally appeared **Bruce A. Jamerson,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Jean B. Lauture
Notary Public

JEAN B. LAUTURE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 18, 2009

EXHIBIT A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

The above-described premises are shown on a map (consisting of 3 sheets) entitled "Property Map Showing A Portion of Lands of Oneida County Industrial Development Agency (Shell Building Parcel)", City of Rome, County of

Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated July 28, 2007, revised August 1, 2007 (the "Property Survey Map"), which Property Survey Map is to be filed in the Oneida County Clerk's Office.

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

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

SUBJECT TO the Permitted Exceptions (as that term is defined in a Sublease Agreement dated as of December 1, 2007 between GLDC, as Sublessor, and Mascoma-NY, LLC, as Sublessee), a memorandum of which is to be recorded in the Oneida County Clerk's Office.

EXHIBIT B

EQUIPMENT

All items of personal property installed and/or to be installed in connection with the completion of the Griffiss Local Development Corporation/Mascoma-NY, LLC Facility located in the City of Rome, Oneida County, New York, including but not limited to fire protection equipment, office and lab furnishings, biomass pretreatment equipment, fermentation tanks and related ancillary equipment (refrigeration, pumps, chillers).

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 Appointment Letter" means that Agency Appointment Letter dated the Closing Date from the Agency to the Company.

"Agency Documents" means the Lease Agreement, the Leaseback Agreement and the Agency Appointment Letter.

"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, Bruce A. Jamerson; 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, or (ii) the Company by Bruce A. Jamerson.

"Authorizing Resolution" means the resolution adopted by the Agency on the 29th day of September 2007 authorizing the execution and delivery of the Agency Documents as such resolution may be 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 Leaseback Agreement.

"Company" means Mascoma-NY, LLC, a Delaware limited liability company with an address of 161 First Street, Second Floor East, Cambridge, MA 02142, and its successors and assigns.

"Company Documents" means the Lease Agreement and the Leaseback 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 August 9, 2007, or (ii) the Closing Date and (b) ending on the Completion Date.

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

"Event of Default" means any of the events defined as Events of Default by Section 7.1 of the Leaseback Agreement.

"Facility" means the Land, the Improvements and the Equipment.

"Facility Services" means all services necessary for the equipping of the Facility.

"GLDC" means Griffiss Local Development Corporation, a local development corporation, and its successors and assigns.

"Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

"Improvements" means all those buildings, improvements, structures and other related facilities (i) affixed or attached to the Land and (ii) not part of the Equipment, all as they may exist from time to time.

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

"Land" means the property leased by the Agency to GLDC more particularly described in Exhibit A attached thereto.

"Lease Agreement" means the Lease Agreement dated as of December 1, 2007 by and between the Company, as lessor, and the Agency, as lessee, with respect to the Equipment, as the same may be amended from time to time.

"Lease Term" means the duration of the leasehold estate created in the Lease Agreement as specified in Section 3 of the Lease Agreement and shall be coterminous with the term of the Leaseback Agreement.

"Leaseback Agreement" means the Leaseback Agreement dated as of December 1, 2007 by and between the Agency, as lessor, and the Company, as lessee, with respect to the Equipment, 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) exceptions to title set forth in the Title Report, (ii) the Leaseback Agreement, (iii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iv) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its Counsel, 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.

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

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

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

"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.

"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(b), 3.4(b) and (c), 3.7, 5.2, 5.8, 7.2(a)(v), 7.4(a) and 8.2(b) of the Leaseback Agreement.

EXHIBIT G

ROUNDABOUT EASEMENT

[to be attached by OCID]

PLEASE RECORD AND RETURN TO:
HARRIS BEACH PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Timothy M. Fitzgerald

EASEMENT

THIS EASEMENT, dated as of May 23, 2008, is made by **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 153 Brooks Road, Rome, New York 13441 ("OCIDA") and **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York local development corporation with offices at 153 Brooks Road, Rome, New York 13441 ("GLDC") (OCIDA and GLDC are hereinafter sometimes collectively referred to as the "Grantors") to **MASCOMA-NY, LLC**, a Delaware limited liability company duly authorized to do business in the State of New York with offices at 1380 Soldiers Field Road, Second Floor, Boston, MA 02135 (the "Grantee").

WITNESSETH:

WHEREAS, OCIDA is the owner in fee simple of certain 18.648 ± acre parcel of land (the "Land") situate at 679 Ellsworth Road in the Griffiss Business and Technology Park (the "Griffiss Business Park"), Rome, New York, which Land is more particularly described in **Exhibit A** annexed hereto and made a part hereof; and

WHEREAS, the Land is improved by certain Improvements (as that term is defined in the Lease Agreement referenced below) and has installed therein or affixed thereto certain Equipment (as that term is defined in the Lease Agreement referenced below) (the Land, the Improvements, and the Equipment are hereinafter collectively referred to as the "Facility"); and

WHEREAS, OCIDA, as lessor, leased the Facility to GLDC, as lessee, pursuant to a Lease Agreement (the "Lease Agreement"), dated as of December 1, 2007; and

WHEREAS, a memorandum of the Lease Agreement was recorded in the Oneida County Clerk's Office on February 7, 2008 as Instrument No. R2008-000174; and

WHEREAS, OCIDA, GLDC and Grantee entered into an Assignment, Assumption and Release Agreement (the "Assignment, Assumption and Release"), dated as of May 23, 2008, whereby, among other things, GLDC assigned to Grantee all of GLDC's leasehold estate in, under and pursuant to the Lease Agreement, and Grantee accepted such assignment and assumed GLDC's obligations and duties as more particularly set forth therein;

WHEREAS, the Assignment, Assumption and Release is to be recorded in the Oneida County Clerk's Office; and

WHEREAS, OCIDA and Grantee have entered into that certain Amended and Restated Lease Agreement (the "Amended and Restated Lease"), dated as of May 23, 2008 whereby they amended and/or restated certain terms and provisions of the Lease Agreement as assigned by GLDC to Grantee, and assumed by Grantee, as aforesaid; and

WHEREAS, a memorandum of the Amended and Restated Lease is to be recorded in the Oneida County Clerk's Office; and

WHEREAS, Grantee, as further assurance of its access to the Facility via certain roads and streets located within the Griffiss Business Park, has requested that Grantors grant the easement hereinafter set forth unto Grantee, its successors and assigns, and Grantors are willing to do so upon the terms and conditions hereinafter set forth

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Grant of Easement. Grantors hereby grant to Grantee, its successors and assigns, a non-exclusive easement, right-of-way and/or right to use (in common with others including, without limitation, members of the general public) the Griffiss Parkway (NYS Route 825) (from NYS Route 49 to the "roundabout" located at the Griffiss Parkway-Ellsworth Road intersection), Ellsworth Road (from the "roundabout" located at the Griffiss Parkway-Ellsworth Road intersection to the Ellsworth Road-Otis Street-Perimeter Road intersection), and Perimeter Road (from the Ellsworth Road-Otis Street-Perimeter Road intersection to the southerly boundary line of the Land extended easterly through said Perimeter Road) for purposes of legal ingress to and egress from the Land to and from the nearest public highway and/or street by vehicular and/or pedestrian traffic.

The non-exclusive easement, right-of-way and/or right to use the aforesaid roads or streets granted in the preceding paragraph shall automatically terminate with respect to each such road or street, if, as and when each such road or street is appropriated by, or dedicated to and accepted by, either the State of New York, the City of Rome or other municipality, as the case may be, as and for a public highway, road or street.

The location of the above-referenced roads and/or streets encumbered by this Easement is depicted on a map entitled "Map Showing Griffiss Parkway (NYS Route 825) and Future City Streets at the Former Griffiss Air Force Base, City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. #50027, dated February 15, 2005 (the "Roadway System Map"), which Roadway System Map was filed in the Oneida County Clerk's Office on February 18, 2005 as Instrument No. M2005-000037.

2. No Recourse; Special Obligation

(a) The obligations and agreements of OCIDA contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of OCIDA, and not of any member, officer, agent (other than Grantee) or employee of OCIDA in his individual capacity, and the members, officers, agents (other than Grantee) and employees of OCIDA shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of OCIDA contained herein or therein shall not constitute or give rise to an obligation of the State of New York or of the County of Oneida, and neither the State of New York nor the County of Oneida shall be liable hereon or thereon,

and, further, such obligations and agreements shall not constitute or give rise to a general obligation of OCIDA, but rather shall constitute limited obligations of OCIDA, payable solely from the revenues (if any) of OCIDA derived and to be derived from the lease, sale or other disposition of the Facility. The limitations on the obligations of OCIDA contained in this Section 2 by virtue of any lack of assurance required by paragraph 2(b) hereof shall not be deemed to prevent the occurrence and full force and effect of any event of default pursuant hereto.

(b) No order or decree of specific performance with respect to any of the obligations of OCIDA hereunder or thereunder shall be sought or enforced against OCIDA unless (A) the party seeking such order or decree shall first have requested OCIDA in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and OCIDA shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, and (B) if OCIDA refuses to comply with such request and OCIDA's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with OCIDA an amount or undertaking sufficient to cover such reasonable fees and expenses, and (C) if OCIDA refuses to comply with such request and OCIDA's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than Grantee) or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless OCIDA and its members, officers, agents (other than Grantee) and employees against any liability incurred as a result of its compliance with such demand, and (2) if requested by OCIDA, furnish to OCIDA satisfactory security to protect OCIDA and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

Nothing contained in this Section 2 shall be deemed to render Grantee an agent of OCIDA.

3. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have executed this Grant of Easement as of the day and year first above written.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Its Chairman

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Its Authorized Representative

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

On this 26th day of ~~May~~ June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID C. GROW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC
LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires Aug. 1, 2010

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

On this 19th day of ~~May~~ June, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC
JOSEPH E. SAUNDERS
NOTARY PUBLIC, State of New York
Appointed in Oneida County
My Commission Expires Nov. 30, 2009

EXHIBIT A

THE LAND

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

TP-584 (3/07)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor ☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Other	Name *(if individual: last, first, middle initial)* Oneida County Industrial Development Agency and Griffiss Local Development Corporation			Social security number
	Mailing address 153 Brooks Road			Social security number
	City Rome	State New York	ZIP code 13441	Federal employer ident. number 16-6156201 - OCIDA 16-1471446 - GLDC
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☒ Other	Name *(if individual: last, first, middle initial)* MASCOMA-NY, LLC			Social security number
	Mailing address 1380 Soldiers Field Road, Second Floor			Social security number
	City Boston	State Massachusetts	ZIP code 02135	Federal employer ident. number 26-0617165

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
			Griffiss Business & Technology Park	Rome		Oneida

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance: ____ ____ 08 (month / day / year)

Percentage of real property conveyed which is residential real property 0.00 % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identify or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☒ Conveyance of an easement
p. ☐ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B., Part I $ _____ Schedule B., Part II $	Date received	Transaction number

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☐ **Exemption claimed**	1.	0
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0
3	Taxable consideration *(subtract line 2 from line 1)*	3.	0
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0
5	Amount of credit claimed *(see instructions and attach Form TP-584.1, Schedule G)*	5.	0
6	Total tax due* *(subtract line 5 from line 4)*	6.	0

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from Part I, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

l. Other *(attach explanation)* ..... l ☐

*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
   - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   - ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

     Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
   - ☐ Other *(attach detailed explanation).*

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the* ***NYC Department of Finance.****)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Oneida County Industrial Development Agency

By: _____ _____
Grantor signature Title

Griffiss Local Development Corporation

By: _____ Authorized Rep.
Grantor signature Title

Mascoma-NY, LLC

By: Mascoma Corporation, its sole member _____
Grantee signature Title

By: _____ _____
Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see Instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Transcript Document No. 2(a)

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

RENMATIX, INC.

FIRST AMENDED AND RESTATED LEASE AGREEMENT

Dated as of June 1, 2015

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

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THIS FIRST AMENDED AND RESTATED LEASE AGREEMENT (the "First Amended and Restated Lease Agreement"), dated as of the 1st day of June, 2015, by and between **RENMATIX, INC.**, a Delaware corporation duly authorized to do business in the State of New York with offices at 660 Allendale Road, King of Prussia, Pennsylvania 19406 (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").

W I T N E S S E T H:

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, renovate, refurbish, equip, lease, maintain, 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;

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

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

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

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

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

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, renovate and equip the Facility in accordance with the Plans described on Exhibit C attached (the "Project"); and

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

WHEREAS, Mascoma is financing a portion of the costs of the acquisition of the Facility by way of a loan to the Company in the principal sum of $2,450,000, which is secured by a Purchase Money Mortgage and Security Agreement (the "Mortgage") given by the Agency and the Company to Mascoma dated March 24, 2015.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises 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:

ARTICLE I
REPRESENTATIONS AND COVENANTS

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 owns title to the Facility, leases the Facility to the Company pursuant to this First Amended and Restated Lease Agreement and designates 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 February 12, 2015, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made

by the Company relating to the Project Facility, the Project would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(d) Neither the execution and delivery of any of the Agency Documents and the other documents contemplated thereby nor the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Agency Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, any other law or ordinance of the State or any political subdivision thereof or of the Agency's Certificate of Establishment or 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 First Amended and Restated Lease Agreement by the undertaking of the Company to acquire, renovate, equip, maintain and repair the Facility and create or retain related jobs in Oneida County, New York.

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 and validly existing under the laws of the State of Delaware, duly authorized to conduct business in the State of New York, and has all corporate 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 Facility by the Agency and the leasing thereof 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; except to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Facility 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 Facility occupants in their respective industries.

(d) To the best of the Company's knowledge, without independent investigation or inquiry, the Facility and the design, renovation, equipping and operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. 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) [Intentionally Omitted]

(f) There is no action, litigation, suit, or proceeding, or to the Company's actual knowledge, 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 First Amended and Restated Lease Agreement or any of Company Documents or the transactions contemplated therein.

(g) The Company covenants that it will comply in all respects with the First Amended and Restated Environmental Compliance and Indemnification Agreement of even date herewith between the Agency and the Company. 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 any violation of the covenants or failure to be accurate of the representations contained in this Section.

(h) The Company covenants that it will comply in all respects with the Job Creation and Recapture Agreement of even date herewith between the Agency and the Company (the "Employment Obligation").

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

Section 2.1 Agreement to Convey to Agency.

The Agency owns a fee interest in real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto. The Company has acquired Mascoma's interest in the Equipment described on Exhibit B.

Section 2.2 Renovation and Equipping of the Facility.

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.

Section 2.3 Demise of Facility.

The Agency hereby demises and leases the Facility to the Company and the Company hereby rents and leases the Facility from the Agency upon the terms and conditions of this First Amended and Restated Lease 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 Facility 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 delivered to the Company sole and exclusive possession of the Facility (subject to Sections 5.3 and 7.1 hereof) and the Company accepted possession of the Facility on the Effective Date. The leasehold estate amendment hereunder shall commence 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 December 31, 2025 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 Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

Section 2.6 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Facility as follows: Five Hundred Dollars ($500.00) per year commencing on the Closing Date and on the First Business Day of each and every January thereafter during the term of this First Amended and Restated Lease 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 ten (10) days of receipt of demand therefore, the expenses of the Agency and the members thereof incurred (i) by reason of the Agency's ownership or leasing of the Facility or (ii) in connection with the carrying out of the Agency's duties and obligations under the Agency Documents, the payment of which is not otherwise provided for under this First Amended and Restated Lease Agreement. The foregoing shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Agency.

(c) The Company, under the provisions of this Section 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 First Amended and Restated Lease Agreement or (iii) terminate this First Amended and Restated Lease 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 First Amended and Restated Lease Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance, and the Agency covenants that it will not, subject to the provisions of Section 5.2 hereof, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or estate of the Company hereunder, except upon written consent of the Company.

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 Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, this First Amended and Restated Lease Agreement and the First Amended and Restated PILOT 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, renovation, equipping or operation of the Facility. The obligations of the Agency under the Agency Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, Oneida County) shall be liable thereon.

(b) All payments made by the Agency or on behalf of 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 Facility by Company.

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

(b) The Company at its own expense from time to time may make any structural or non-structural additions, modifications or improvements to the Facility or any part thereof, provided such actions do not adversely affect the structural integrity of the Facility. All such additions, modifications or improvements made by the Company shall become a part of the Facility and the Property of the Agency; provided, however, (i) no such additions, modifications, or improvements shall, (A) without the Agency's consent, not to be unreasonably withheld or delayed, adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended, or (B) result in the

Facility to not constitute a "Project" as such term is defined in the Act; and (ii) the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (A) the Company is acting as agent for the Agency under an Agent Agreement between the Agency and the Company that contemplates said additions, modifications or improvements or (B) 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 title to such Property.

Section 3.2 Identification of Equipment/ Removal.

(a) The Equipment described on Exhibit B annexed to this Lease is used in connection with the operation of the Project, and is leased pursuant to this First Amended and Restated Lease Agreement. All other items of equipment, machinery or personal property now or hereafter located at the Facility shall be considered to be owned by the Company and is herein called the "Company's Personal Property". The Company's Personal Property shall not be considered "Equipment" for purposes of this First Amended and Restated Lease, unless the Agency and the Company shall enter into an amendment to add any such items to Exhibit B.

(b) The Company from time to time may remove or permit the removal of any or all the Company's Personal Property from the Facility, provided however, that no removal of any "Equipment" shall occur (i) if any Event of Default which has not been cured has occurred; or (ii) if any such removal shall adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended, and provided further, that if any damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense; or (iii) if any such removal results in the Facility to not constitute a "Project" as such term is defined in the Act.

Section 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, (i) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part thereof and any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; and (iv) all payments under the First Amended and Restated PILOT Agreement; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this First Amended and Restated Lease Agreement to pay only such installments as are required to be paid during the Lease Term.

(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 Facility nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings and (ii) the Company shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if any, as may be required in such proceedings or requested by the Agency.

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

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

Section 3.4 Insurance Required.

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

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

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

(c) Insurance protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 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. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least one year thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation and employer's liability with limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Owners Protective
Contractors Protective
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than $3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(e) A policy or policies of flood insurance in the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 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. All policies evidencing the insurance required by Section 3.4 hereof shall endeavor to provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency. The policy evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as an

additional named 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 Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior 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 First Amended and Restated Lease Agreement. The Company shall provide such further information with respect to the insurance coverage required by this First Amended and Restated Lease Agreement as the Agency may from time to time reasonably require.

Section 3.6 Application of Net proceeds of Insurance.

The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as set forth in the Mortgage. Once the Mortgage has been released, the net proceeds shall be applied as follows: (i) the net proceeds of the insurance required by Sections 3.4(a) and (e) hereof shall be applied as provided in Section 4.1 hereof, and (ii) the net 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 payments-in-lieu-of-taxes pursuant to the First Amended and Restated PILOT Agreement, assessment or other governmental charge 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 or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 5.7(b) hereof), (v) to pay any real property transfer gains tax, together with any interest and penalties thereon, which is due and payable by reason of a conveyance of the leasehold estate in and to the Facility pursuant to a judicial sale in any foreclosure action or by deed and/or assignment in lieu of foreclosure or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax or payments-in-lieu-of-tax pursuant to the First Amended and Restated PILOT Agreement, assessment or other governmental charge or the premium for such insurance or any such other payment or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Company, and in the case of any tax, assessment or governmental charge or the amounts specified in paragraphs (iii), (v) and (vi) hereof, no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this First Amended and Restated Lease 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, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all 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, restore or relocate the Facility; and

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

(iii) upon the occurrence of such damage or destruction, the Net proceeds derived from the insurance shall be paid in accordance with the terms of the Mortgage, so long as the Mortgage is in effect. After the release of the Mortgage, the Net proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in Section 8.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations or relocations 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 be in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

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

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

(c) All such repair, replacement, rebuilding, restoration or relocation of the Facility shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements, shall be promptly and fully paid for by the Company in

accordance with the terms of the applicable contracts, and shall automatically become a part of the Facility as if the same were specifically provided herein.

(d) If the Company shall exercise its option to terminate this First Amended and Restated Lease Agreement pursuant to Section 8.1 hereof such Net 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 Net 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, restore or relocate the Facility or acquire, by construction or otherwise, facilities of substantially the same nature as the Facility ("Substitute Facilities"); and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this First Amended and Restated Lease Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated or Substitute Facilities acquired); and

(iii) upon the occurrence of such Condemnation, the Net proceeds derived therefrom shall be paid in accordance with the terms of the Mortgage, so long as the Mortgage is in effect. After the release of the Mortgage, the Net proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 8.1 and subsection (d) hereof.

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

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

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

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

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

(d) If the Company shall exercise its option to terminate this First Amended and Restated Lease Agreement pursuant to Section 8.1 hereof such Net 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 Net proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 4.3 Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any Condemnation award or portion thereof made for damage to or taking of any Property, which, at the time of such damage or taking, is not part of the Facility.

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 FACILITY 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 for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Company) or employees. The Agency agrees to cooperate with the Company's defense of any claims, suits or actions pursuant to the foregoing provisions, which shall be conducted by counsel reasonably selected by the Company or its insurer and the Company shall have the authority to conduct such defense, assert any affirmative defenses, prosecute any counterclaims and settle or dispose of such matters in a manner that the Company shall determine without the consent of the Agency so long as any such settlement or disposition does not impose any cost or liability upon the Agency.

(b) Notwithstanding any other provisions of this First Amended and Restated Lease Agreement, the obligations of the Company pursuant to this Section 5.2 shall remain in full force and effect after the termination of this First Amended and Restated Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the

Agency, or its respective members, directors, officers, agents and employees, relating to the enforcement of the provisions herein specified.

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

Section 5.3 Right to Inspect Facility.

The Agency and the duly authorized agents of the Agency shall have the right at all reasonable times to inspect the Facility. 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, and will not dissolve, liquidate or otherwise dispose of substantially all of its assets. The Company agrees it will not consolidate with or merge into another corporation without having first satisfied the conditions outlined in Section 6.3 of this First Amended and Restated Lease 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 Facility in compliance with Section 874(8) of the New York State General Municipal Law. The Company further agrees whenever requested by the Agency to provide and certify or cause to be provided and certified such information concerning the Company, their finances, their operations and their 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 book in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Company.

Section 5.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly comply, and cause any sublessee or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part

thereof or to the acquisition, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) Without limiting the generality of the foregoing, the Company shall comply in all respects with the First Amended and Restated Environmental Compliance and Indemnification Agreement of even date herewith between the Agency and the Company.

(c) The Company hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Agency, its officers, directors, members, employees, agents (other than the Company) 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 attorneys' fees incurred to enforce the terms, conditions and provisions of this agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Agency relating to, resulting from or arising out of (i) the renovation, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products caused by the Company and unrelated to any Pre-Existing Environmental Condition, (ii) 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 caused by the Company and unrelated to any Pre-Existing Environmental Condition, (iii) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility caused by the Company and unrelated to any Pre-Existing Environmental Condition and required by any Environmental Law, (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same are caused by the Company and unrelated to any Pre-Existing Environmental Condition and arise from the condition of the Facility or the construction, renovation, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (v) a violation of any applicable Environmental Law which is unrelated to a Pre-Existing Environmental Condition, (vi) non-compliance with any Environmental Permit which is unrelated to a Pre-Existing Environmental Condition or (vii) 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 this Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters"). Notwithstanding the foregoing, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to above 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.

(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 commercially reasonable efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Agency.

(e) Notwithstanding the provisions of this Section 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, if the Company fails to indemnify the Agency, the Agency retains the right to defend itself in any action or actions which are based upon or in any way related to such Hazardous Materials and Hazardous Substances. In any such defense of itself, the Agency shall select its own counsel, and any and all costs of such defense, including, without limitation, 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 Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items, the Facility or any part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance reasonably satisfactory to the Agency, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Agency to protect their respective interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 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 Facility and to any investment credit with respect to any part of the Facility.

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

Section 5.12 Limitation of Liability of the Agency.

The liability of the Agency to the Company under this First Amended and Restated Lease Agreement shall be enforceable only out of the Agency's interest under this First Amended and Restated Lease Agreement, and there shall be no other recourse against the Agency, its officers, members, agents and employees, past, present or future, or any of the property now or hereafter owned by it or them.

ARTICLE VI

RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING; PLEDGE OF INTERESTS

Section 6.1 Restriction on Sale of Facility; Release of Certain Land.

(a) Except as otherwise specifically provided in this Article VI and in Article VII hereof, the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this First Amended and Restated Lease Agreement, without the prior written consent of the Company.

(b) The Agency and the Company from time to time may release from the provisions of this First Amended and Restated Lease Agreement and the leasehold estate created hereby any part of, or interest in, the Land which is not necessary, desirable or useful for the Facility. In such event, the Agency, at the Company's sole cost and expense, shall execute and deliver, any and all instruments necessary or appropriate to so release such part of, or interest in, the Land and convey such title thereto or interest therein to the Company or such other Person as the Company may designate.

(c) No conveyance of any part of, or interest in the Land affected under the provisions of this Section 6.1 shall entitle the Company to any abatement or diminution of the rents payable by it under this First Amended and Restated Lease Agreement.

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 (except for the fixtures) has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company with the prior written consent of the Agency (which consent may not be unreasonably withheld but may be subject to such conditions as the Agency may deem appropriate), may remove such items from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the operation of the Facility for the purpose for which it is intended or change the nature of the Facility so that it does not constitute a "project" under the Act. The Company shall be free to remove, sell, trade-in, exchange or dispose of the Company's Personal Property as the Company sees fit without the consent of the Agency.

(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 First Amended and Restated Lease Agreement.

Section 6.3 Assignment and Subleasing.

(a) This First Amended and Restated Lease Agreement may not be assigned, in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance. Any assignment or sublease shall be on the following conditions, as of the time of such assignment or sublease:

(i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder, except to the extent the parties enter into a separate release agreement;

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

(iii) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;

(iv) neither the validity nor the enforceability of the First Amended and Restated Lease Agreement shall be adversely affected thereby; and

(v) the Facility 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 anything to the contrary contained in this First Amended and Restated Lease Agreement or the other Transaction Documents, no consent from the Agency shall be required if an assignment of this First Amended and Restated Lease Agreement and other Transaction Documents 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 or sale of all or substantially all of the Company' s assets, provided however, the Company shall give the Agency prompt notice of any such assignment.

Section 6.4 Pledge of Agency's Interests to Bank.

(a) The Agency is being requested to mortgage, pledge and assign its rights to and interest in this First Amended and Restated Lease Agreement and in all amounts payable by the Company pursuant to Section 2.3 hereof and all other provisions of this First Amended and Restated Lease Agreement (other than Unassigned Rights), to Mascoma. The Agency consents to such mortgage and pledge and assignment by the Agency. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such pledge and assignment continue to run to the Agency for its benefit.

(b) The Agency may be requested to mortgage, pledge and assign its rights to and interest in this First Amended and Restated Lease Agreement and in all amounts payable by the Company pursuant to Section 2.3 hereof and all other provisions of this First Amended and Restated Lease Agreement (other than Unassigned Rights), to a lending institution. The Agency shall not unreasonably withhold its consent to such mortgage, pledge and assignment by the Agency. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such pledge and assignment continue to run to the Agency for its benefit.

Section 6.5 Merger of Agency.

(a) Nothing contained in this First Amended and Restated Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to own and lease the Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this First Amended and Restated Lease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 6.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default Defined.

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

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 2.6(a) and (b) hereof and upon failure to cure such default within five (5) business days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 5.6 for a period of five (5) days after written notice given to the Company by the Agency specifying such failure and requesting that it be remedied, and 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 when made;

(iv) the failure by the Company to observe and perform any covenant, condition or agreement hereunder on their 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 to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; the commencement by the Company (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor in such case or proceeding, or such case or proceeding is consented to by the Company or remains undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors;

(vi) the failure of the Company to make payments under the First Amended and Restated PILOT Agreement when due;

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

(viii) the failure by the Company to observe and perform any covenant, condition or agreement under the First Amended and Restated Environmental Compliance Agreement that has not been remedied within any applicable cure period, or, if no period is

specified, for a period of five (5) days after written notice given to the Company by the Agency specifying such failure and requesting that it be remedied; or

(ix) the failure by the Company to observe and perform any covenant, condition or agreement under the Jobs Creation and Recapture Agreement that has not been remedied within any applicable cure period, or, if no period is specified, for a period of five (5) days after written notice given to the Company by the Agency specifying such failure and requesting that it be remedied.

(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 this First Amended and Restated Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under this First Amended and Restated Lease Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 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 First Amended and Restated Lease 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 First Amended and Restated Lease Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) require the Company to purchase the Facility as provided in Section 8.3 hereof and the Company shall be deemed to have delivered the notice required therein to elect to purchase the Facility providing for a closing date as of the date which is ten (10) days after the expiration of the applicable grace or cure period provided for in Section 7.1 above;

(iii) convey the Facility to the Company and terminate the First Amended and Restated PILOT Agreement and Lease and Leaseback Agreement. The Agency shall have the right to execute an appropriate deed with respect to the Facility and to place the same on record in the Oneida County Clerk's Office, at the expense of the Company, and in such event the Company waives delivery and acceptance of such deed. The Company does hereby appoint the Agency as its true and lawful agent to execute such instruments and documents as may be necessary and appropriate to effectuate such conveyance 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;

(iv) exercise any remedy afforded the Agency under the Job Creation Agreement;

(v) 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, and to enforce the obligations, agreements or covenants of the Company under this First Amended and Restated Lease Agreement.

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

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

Section 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 First Amended and Restated Lease 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 First Amended and Restated Lease 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 First Amended and Restated Lease Agreement and the Agency should employ attorneys or incur other reasonable expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred.

Section 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 Job Creation and Recapture Agreement dated as of June 1, 2015 (the "Job Creation Agreement"), which is incorporated herein by reference.

ARTICLE VIII

EARLY TERMINATION OF FIRST AMENDED AND RESTATED LEASE AGREEMENT; OPTION IN FAVOR OF COMPANY

Section 8.1 Early Termination of First Amended and Restated Lease Agreement.

(a) The Company shall have the option to terminate this First Amended and Restated Lease Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section and the date upon which such payments required by Section 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. The Company acknowledges that exercising its option to terminate pursuant to this Section may constitute an Event of Default under the Jobs Creation Agreement.

(b) The Agency and the Company shall have the option to terminate this First Amended and Restated Lease Agreement upon written notice to the other should the First Amended and Restated PILOT Agreement be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction. Should either party exercise such option, the provisions of Section 8.3 and 8.4 of this First Amended and Restated Lease Agreement shall apply.

Section 8.2 Conditions to Early Termination of First Amended and Restated Lease Agreement.

In the event the Company exercises its option to terminate this First Amended and Restated Lease Agreement in accordance with the provisions of Section 8.1 hereof, the Company shall make the following payments:

(a) To the Agency or the Taxing Authorities (as such term is defined in the PILOT Agreement), as appropriate pursuant to the terms of the PILOT Agreement: all amounts due and payable under the PILOT Agreement as of the date of the conveyance described in

Section 8.3 hereof, including all amounts due and payable resulting from a default under the Jobs Creation Agreement, if any.

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

Section 8.3 Obligation to Purchase Facility.

Upon termination or expiration of the Lease Term, in accordance with Sections 2.5 or 8.1 hereof, the Company shall purchase the Facility and Equipment from the Agency for the purchase price of One Dollar ($1.00). The Company shall purchase the Facility and Equipment by giving written notice to the Agency (which may be contained in the certificate referred to in Section 11.1 hereof) (i) declaring the Company's election to purchase and (ii) fixing the date of closing such purchase, which shall be the date on which this First Amended and Restated Lease Agreement are to be terminated or 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 (i) to convey to the Company the Agency's fee interest in and to the Property, as such Property exists, subject only to the following: (A) any Liens to which title to such Property was subject when the fee 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 First Amended and Restated Lease Agreement or arising out of an Event of Default hereunder, and (ii) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any Net proceeds of insurance or Condemnation awards with respect to the Facility (but not including any Unassigned Rights). Upon the conveyance of the Agency's fee interest pursuant to this Article VIII, all Agency Documents shall terminate.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, 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: Renmatix, Inc.
660 Allendale Road
King of Prussia, Pennsylvania 19406
Attn.: Jennifer L. Miller, Chief Legal Officer

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

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 First Amended and Restated Lease 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 First Amended and Restated Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4 Amendments, Changes and Modifications.

This First Amended and Restated Lease 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 First Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.6 Applicable Law.

This First Amended and Restated Lease 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 Further Assurances.

(a) The Agency and the Company shall execute and deliver all instruments and shall furnish all information necessary or appropriate to perfect or protect any security interest created or contemplated by this First Amended and Restated Lease Agreement.

Section 9.8 Survival of Obligations.

This First Amended and Restated Lease Agreement shall survive the performance of the obligations of the Company to make payments hereunder and all indemnities shall survive the foregoing and any termination or expiration of this First Amended and Restated Lease Agreement.

Section 9.9 Table of Contents and Section Headings not Controlling.

The Table of Contents and the headings of the several Sections in this First Amended and Restated Lease Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this First Amended and Restated Lease Agreement.

Section 9.10 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 First Amended and Restated Lease 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 9.11 Recording and Filing.

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

Section 9.12 Subordination to Mortgage. This First Amended and Restated Lease Agreement and the rights of the Company and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Lien of the Mortgage, and all extensions, renewals or amendments thereof. The subordination of this First Amended and Restated Lease Agreement to the Mortgage shall be automatic, without execution of any further subordination agreement by the Company or the Agency. Nonetheless, if Mascoma requires a further written subordination agreement, the Company and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 9.13 Definitions.

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

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

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

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

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

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

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

Notary Public

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

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

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

Notary Public

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

On the 25th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the 25th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **Jennifer L. Miller**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Bettie S. McC
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP, MONTGOMERY CNTY
My Commission Expires Feb 23 2018

EXHIBIT A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

EXHIBIT B

EQUIPMENT

The following fixtures, building materials and items of personal property acquired, renovated and installed at the Facility located in the City of Rome, Oneida County, New York:

Asset Description	Serial Number (If available)	QTY
Ribbon Feeder mechanical seal		1
PSI - Decanter flex System		
E&H - Decanter Transmitters	E30090043E1	2
Window Dressing 27 Sheer Weave Shades		
Atlas Fence - Fence and gates		
Mullen Industrial - Pallet racking		
Vacuum Oven	5030202	
Schenck - 5k Bulk Bag Feeder	143687-05A-MEOGM	
Rozell - Boiler Auto Blowdown system		
McMASTER - WATER SOFTNER COMPONENTS	000000097	
Siewert-Self priming Pump	1434200	
Optimation - Auto Dialer		
RL Stone, Steam Water Mixing Valve		
RL Stone - Steam/Water Mixing		
Moore Med. - Defibrilator	AIIH-05259	
Endress + Hauser - E&H Magmeter		
Drive Control and software for centrifuges		
E+H - Decanter Transmitters	D8021D16000/D8021E16000	2
Kyte-Decanter Centrifuges	R429134T/R428133T	2
Grainger - Rolling Ladder 15 step		
mechanical chiller		
Custom Metalcraft - 350 Gal SS304 Tank	59495-1	
Micro 5 Gas Alert		
water chiller	3907Q03732	
air compressor	11/16/2007-3856815-60	
air dryer	RGOJ275BC1A2NC11049	
SPX - Lightnin Mixer Model 72s5	1000001775544	
Lightnin Mixer Model 72s7.5 SPX	1000001775548	
Phase 2 CIP system		
Andritz pretreatment system		
LJ Starr Inc. Sight Glass Camera 5k	11285/10829/10827	3
Tri-County Fence Co.		
Clayton boiler 100#		

Asset Description	Serial Number (If available)	QTY
Clayton boiler 400#		
Neponset Controls - Flowmeter		multiple
Mcmaster - SS butterfly valve		multiple
Brady - terrminal and floor scale	WIT-4524000	
Siemens - System V7		
Siewert - Warren rupp AOD Pump		
Bally walk in cooler		
Endress Hauser - sensors, transmitters		
Endress + Hauser - transmitters,sensors		
Siewert - Warren Rupp Pumps		
Siewert - Warren Rupp Pumps		
Waste Water 6000 gallon tank		
Schutte Buffalo Hammer Mill W 6 H	LS207B412009	
Bid-On-Equip - 2500 gal fiberglass tank	47547-2	
Design Tanks - 200 gal fiberglass tank	12083	
Olney - vibro Cleaner Wood Chip Destoner	09 VC 681	
E+H - Temp Tranmitters for Distillation	A70BDE232A0	
Perry Products - 6 sq. ft. Vertical Heat	B-7445	
BS&B - Rupture Disks		
Brady - Load cells for 5k	1165315-IDL	
Amistco - Rectification Sections (distillation column)		
Fisher - Bench Shaker	1.41206E+12	
Fisher - Eppendorf Centrifuge	5424XI715712	
ultraweld - CIP Transfer Panel		
glass lined tank with hot oil heating skid	R187-0010	
Andritz - Dewater Screw Press		
McM Carr, Steam Condensate Pump w/Tank	48281	
McM Carr Steam Cond Pump	44529	
Phase 1b CIP system		
steam sterilizer		
Vacuumax feed system	8234263-P	
plate/ frame heat exchanger	SS102	
electric boiler 400#	M117640	
Ingersol Rand air compressor	CA3682U08191	
Filter press	1204	
E+H - Reboiler Transmitters	A70259I509C	
Estabrook - Centrifugal Pump	4098166004	
250 gallon 60 deg cone bottom steel tank		
250 gallon 45 degree cone bottom tank		
automated fiber feed system		

Asset Description	Serial Number (If available)	QTY
Aaron Tech - Mueller Reactor 26.4 gal		
Tri State - ITT Heat Exchanger		
Evaporator		
Cole-Parmer - Flowmeter 3-25SCFM		6
CSI international 200 gallon cone bottom poly tank	200-TK-240	
250 gallon poly mixing tank	400-TK-401	
S/S tank	SPG-12708-2	
S/S tank	C2953A1	
S/S tank	SPG-12708-3	
J. Little Mercer - 500 ltr Reactor	2128	
Chemineer - 1.5HP Mixer	570227-1	
Mancel Ass. - Sanitary Filter Housing	7519	
Chemineer - .5HP Mixer		
Mettler-Toledo - PH Transmiter/housing		
ACI Controls - Pyromation RTD sensor		
Neoponset Controls - Gas Analyzer		
Delta Instru. - profibus to current conv		
Delta Instru - Profibus to Cur Converter		
E+H - Instruments for evap/acid tanks		
E+H - 5k Instrumenets		
E+ H - Instumentation for 5k		
E+ H - Instruments for acid/evap tanks		
E+ H - Instumentation for 5k		
E+H - Instrumentation for 5K		
E+H - 5k Instruments		
E+H - Instruments for evap tanks		
Steam/Hot Water Heater	4000124534/10/01/27/2009	1
Lightnin Mixer Model	869-4633	5
Siemens Micromaster 440	850143904-08	1
Red Baldor Reliancer 5 hp Motor	36H017T031E7	2
Orange parastalic pump w/Reliancer .5hp motor	34C063-5422C7	1
Gould Centrifical pump	1ST1H5A4	1
Greenheck air box	11755141 0905	1

EXHIBIT C

Plans

General Description

The Project will consist of certain renovations, improvements and modifications to the Facility (both the Improvements and the Equipment) so that the Facility's operations will meet the needs, expectations and purpose for Renmatix to manufacture cellulosic sugars to be used for renewable chemicals and biofuels and to process biomass. The following lists the renovations and modifications to be made, as well as the new machinery and equipment to be purchased as part of the Project. The Project (and costs of the Project) also include related architectural, design and engineering work, and related fixture and installation costs.

Renovation Work	Machinery and Equipment
Winterize building roof	Hot water to tank 301
Chiller service Maintenance	New pump for tank 301
Recharge chiller antifreeze system	New pumping for tank 302
Repair boilers & improve system	Improved tank 302 agitation
Air compressor refurbishment	Filtration improvements
Replace blow lines and valves	Improvements to tank 303
MSD anti-rotation bars	Evaporation system improvements
Refurbish refiner	Utility system upgrades
Boiler water chemistry upgrade	Critical equipment spares
Refurbish refiner plates	RO water addition
Refurbish MSD screw	Continuous hydrolyzer discharge
Refurbish reactor seals	Process control system upgrades
Expansion joint replacement	Small fermentation tank aerobic upgrades
Replace 2 cyclone screw seals	Large fermentation tank improvements
General Maintenance	Ethanol distillation packing replacement
Replace building lighting	Fermentation laboratory equipment
Canopy to utilities	Analytical laboratory HPLC

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 First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement and the Mortgage.

"Assignment" means the Assignment, Assumption and Release Agreement dated March 24, 2015 by and among Mascoma, the Company and the Agency, as the same may be supplemented and/or amended from time to time.

"Authorized Representative" means, in the case of the Agency, the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency; in the case of the Company, its Chief Executive Officer or Chief Legal Officer; and in the case of both, such additional persons as, at the time, are designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or 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 or (ii) the Company by its Directors.

"Authorizing Resolution" means the resolution adopted by the Agency on the 18th day of March 2015 authorizing the execution and delivery of the Agency Documents as such resolution may be 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 set forth on the first page of this First Amended and Restated Lease Agreement.

"Company" means Renmatix, Inc., a Delaware corporation with an address of 660 Allendale Road, King of Prussia, Pennsylvania 19406, and its successors and assigns.

"Company Documents" means the Assignment, the First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement, the Mortgage and the Job Creation Agreement.

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

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of renovation and equipping of the Facility, which date shall not be prior to February 12, 2015, or (ii) the Closing Date and (b) ending on the Completion Date.

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

"Event of Default" means any of the events defined as Events of Default by Section 7.1 of the First Amended and Restated Lease Agreement.

"Facility" means the Land, the Improvements and the Equipment leased to the Company under the First Amended and Restated Lease Agreement.

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

"First Amended and Restated Environmental Compliance and Indemnification Agreement" means the First Amended and Restated Environmental Compliance and Indemnification Agreement dated as of June 1, 2015 by and between the Agency and the Company, as the same may be amended from time to time.

"First Amended and Restated Lease Agreement" means this First Amended and Restated Lease Agreement dated as of June 1, 2015 by and between the Agency, as lessor, and the Company, as lessee, with respect to the Facility, as the same may be amended from time to time.

"First Amended and Restated PILOT Agreement" means the First Amended and Restated Payment-in-Lieu-of-Tax Agreement dated as of June 1, 2015 between the Company and the Agency, as amended from time to time.

"Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

"Improvements" means all those buildings, improvements, structures and other related facilities (i) affixed or attached to the Land and (ii) not part of the Equipment, all as they may exist from time to time.

"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.

"Job Creation Agreement" means the Job Creation and Recapture Agreement dated as of June 1, 2015 by the Company, as the same may be amended from time to time.

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

"Lease Term" means the duration of the leasehold estate as specified in Section 2.5 of this First Amended and Restated Lease Agreement.

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

"Mascoma" means Mascoma-NY, LLC, a New York limited liability company, and its successors and assigns.

"Mortgage" means the Mortgage and Security Agreement dated March 24, 2015 by the Agency and the Company in favor of Mascoma, as amended and/or supplemented from time to time.

"Permitted Encumbrances" means (i) liens existing on the date hereof, (ii) the First Amended and Restated Lease Agreement, (iii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iv) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its Counsel, (v) liens created by the Mortgage, and (vi) 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.

"Plans" means the plans and specifications described on Exhibit C to this First Amended and Restated Lease Agreement.

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

"Public Purposes" shall mean the State's objective to create industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and to empower such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real

and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

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

"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(b), 3.4(b) and (c), 3.7, 5.2, 5.8, 7.2, 7.4, 7.6 and 8.2(b) of the First Amended and Restated Lease Agreement.

Transcript Document No. 2(b)

MEMORANDUM OF FIRST AMENDED AND RESTATED LEASE AGREEMENT

This MEMORANDUM OF FIRST AMENDED AND RESTATED LEASE AGREEMENT dated as of June 1, 2015, is by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **RENMATIX, INC.**, a Delaware limited liability company with an address of 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Company").

The Agency and the Company entered into a First Amended and Restated Lease Agreement dated as of June 1, 2015 (the "First Amended and Restated Lease Agreement") whereby the Agency leases to the Company premises described in Exhibit A attached hereto and made a part hereof and equipment described in Exhibit B attached hereto and made a part hereof.

The First Amended and Restated Lease Agreement provides for the rental of the premises by the Agency to the Company for a term commencing on June 1, 2015 and terminating at 11:59 p.m. on December 31, 2025 (the "Lease Term").

The First Amended and Restated Lease Agreement is available for inspection during normal business hours at the offices of the Agency indicated above.

This Memorandum of First Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

Record and Return to:
Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

2484387.3 6/29/2015

2015651764 Clerk: GA

R2015-000778
06/30/2015 02:10:08 PM
LEASE (ANY)
10 Pages
Sandra J. DePerno, Oneida County Clerk

IN WITNESS WHEREOF, the Agency and the Company have caused this **Memorandum of First Amended and Restated Lease Agreement** to be executed in their respective names on June 26, 2015.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
David C. Grow
Chairman

RENMATIX, INC.

By:_____
Jennifer L. Miller
Chief Legal Officer

IN WITNESS WHEREOF, the Agency and the Company have caused this **Memorandum of First Amended and Restated Lease Agreement** to be executed in their respective names on June 26, 2015.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
David C. Grow
Chairman

RENMATIX, INC.

By:_____
Jennifer L. Miller
Chief Legal Officer

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

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

Notary Public

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

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

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

Notary Public

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

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

_____
Notary Public

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

On the 25th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **Jennifer L. Miller**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Bettie SusMcA
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

Exhibit A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

Exhibit B

Equipment

All fixtures, building materials and items of personal property renovated and installed in connection with the Renmatix, Inc. Facility located in the City of Rome, Oneida County, New York, more particularly described on Exhibit B to the First Amended and Restated Lease Agreement.

TP-584 (4/13)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, *before completing this form. Print or type.*

Schedule A — Information relating to conveyance

Grantor/Transferor	Name *(if individual, last, first, middle initial)* ☐ *check if more than one grantor*	Social security number
☐ Individual	ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY	
☐ Corporation	Mailing address	Social security number
☐ Partnership	584 PHOENIX DRIVE	
☐ Estate/Trust	City / State / ZIP code	Federal EIN
☐ Single member LLC	ROME / NY / 13441	16-6158201
☒ Other	Single member's name if grantor is a single member LLC *(see instructions)*	Single member EIN or SSN

Grantee/Transferee	Name *(if individual, last, first, middle initial)* ☐ *check if more than one grantee*	Social security number
☐ Individual	RENMATIX, INC.	
☒ Corporation	Mailing address	Social security number
☐ Partnership	660 ALLENDALE ROAD	
☐ Estate/Trust	City / State / ZIP code	Federal EIN
☐ Single member LLC	KING OF PRUSSIA / PA / 19406	26-1641190
☐ Other	Single member's name if grantee is a single member LLC *(see instructions)*	Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
243.000-0001-001.032		679 ELLSWORTH ROAD	ROME	ONEIDA

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance: 06 (month) / 01 (day) / 2015 (year)

Percentage of real property conveyed which is residential real property 0 % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☒ Leasehold grant
o. ☐ Conveyance of an easement
p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☒ Other *(describe)* AMEND IDA LEASE

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I $ _____ Schedule B., Part II $		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☒ **Exemption claimed**	1.	1 00
2	Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	
3	Taxable consideration *(subtract line 2 from line 1)*	3.	
4	Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	
5	Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G*)*	5.	
6	Total tax due* *(subtract line 5 from line 4)*	6.	

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1	Enter amount of consideration for conveyance *(from* Part I*, line 1)*	1.	
2	Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	2.	
3	Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☒

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
   - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   - ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

     Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
   - ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance.**)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
[signature]	CHAIRMAN		Chief Legal Officer
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
   - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   - ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

     Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
   - ☐ Other *(attach detailed explanation)*.

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance.**)*

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
	CHAIRMAN		Chief Legal Officer
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form.* For more information, see *Payment of estimated personal income tax,* on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ (Date) to _____ (Date) *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

BOND SCHOENECK & KING

501 Main Street | Utica, NY 13501-1245 | **bsk.com**

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
F: 315.724.2074

June 29, 2015

VIA UPS EXPRESS

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

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

Dear Mr. Surace:

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

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

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

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

Very truly yours,

BOND, SCHOENECK & KING, PLLC

Laura S. Ruberto
Legal Assistant

Enclosures

cc: Attached Distribution List

Distribution List

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

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

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

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

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

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

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

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

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

Ruberto, Laura

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



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

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

Important Delivery Information

Tracking Number: 1ZF0212V0196951302
Delivery Date / Time: 30-June-2015 / 9:44 AM

Delivery Location: RECEIVER
Signed by: ROSS

Shipment Detail

Ship To:
Joseph Surace, Assessor
City of Rome
198 N WASHINGTON ST
ROME
NY
13440
US

Number of Packages: 1
UPS Service: NEXT DAY AIR
Shipment Type: Letter
Reference Number 1: 1167
Reference Number 2: 930437

NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

RP-412-a (1/95)

INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County Industrial Development Agency
Street 584 Phoenix Drive
City Rome NY 13441
Telephone no. Day (315)338-0393
Evening ( )
Contact Shawna Papale
Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)
(If more than one occupant attach separate listing)

Name Renmatix, Inc.
Street 660 Allendale Road
City King of Prussia PA 19406
Telephone no. Day ( )
Evening ( )
Contact Jennifer L. Miller
Title Chief Legal Counsel

3. DESCRIPTION OF PARCEL

a. Assessment roll description (tax map no.,/roll year) 243.000-0001-001.032
b. Street address 679 Ellsworth Road
c. City, Town or Village Rome
d. School District Rome City School District
e. County Oneida
f. Current assessment
g. Deed to IDA (date recorded; liber and page) 2/7/2008; Instrument #2008-002006

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

a. Brief description (include property use) renovating and equipping a 61,000± sf manufacturing facility for the purpose of manufacturing cellulosic sugars to be used for renewable chemicals and biofuels
b. Type of construction
c. Square footage 61,000±
d. Total cost See Exhibit A attached
e. Date construction commenced
f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) December 31, 2025

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION
(Attach copy of the agreement or extract of the terms relating to the project).

a. Formula for payment Company will make fixed PILOT Payments for a period of 10 years. See First Amended and Restated PILOT Agreement attached hereto.

b. Projected expiration date of agreement December 31, 2025

c. Municipal corporations to which payments will be made

	Yes	No
County	☑	☐
Town/City	☑	☐
Village	☐	☑
School District	☑	☐

d. Person or entity responsible for payment

Name Renmatix, Inc.
Title Susan McCann, Accts Payable

Address 660 Allendale Road
King of Prussia, PA 19406

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

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

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

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

CERTIFICATION

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

June 26, 2015
Date

David C. Grow
Signature

FOR USE BY ASSESSOR

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

_____

_____

_____
Date

_____
Assessor's signature

Exhibit A

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

4(d) Project Cost:

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

Transcript Document No. 3(a)

RENMATIX, INC.

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

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

Oneida County, City of Rome, Rome City School District

Tax Account No.: 243.000-0001-001.032

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Company shall pay to each Taxing Authority:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

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

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

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

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

Bettie Susan McCann
Notary Public

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

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

Notary Public

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

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

_____
Notary Public

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

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

Notary Public

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

EXHIBIT A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial

Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

SCHEDULE A

COUNTY OF ONEIDA
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

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

ROME CITY SCHOOL DISTRICT
409 Bell Street
Rome, New York 13440
Attn.: David Dreidel, District Treasurer

SCHEDULE B

EXEMPTION YEARS

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

Transcript Document No. 4

RENMATIX, INC.

for the benefit of

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

FIRST AMENDED AND RESTATED ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

Dated as of June 1, 2015

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

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FIRST AMENDED AND RESTATED
ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS FIRST AMENDED AND RESTATED ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, dated as of June 1, 2015, is by **RENMATIX, INC.**, a Delaware corporation having an office at 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Company") for the benefit of the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H :

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

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

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

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

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

WHEREAS, as a condition for it to enter into and perform the transactions contemplated by the First Amended and Restated Lease Agreement, the Agency has required the Company enter a First Amended and Restated Payment-in-Lieu-of-Tax Agreement dated as of June 1, 2015 (the "First Amended and Restated PILOT Agreement") whereby the Company agrees to make certain payments-in-lieu-of-taxes to the Taxing Authorities (as defined therein); and

WHEREAS, Mascoma is financing a portion of the costs of the acquisition of the Facility by way of a loan to the Company in the principal sum of $2,450,000, which is secured

by a Purchase Money Mortgage and Security Agreement (the "Mortgage") given by the Agency and the Company to Mascoma dated March 24, 2015.

WHEREAS, for purposes of this First Amended and Restated Environmental Compliance and Indemnification Agreement, the Facility shall consist of the Land, the Improvements and the Equipment, defined in and more particularly described in the First Amended and Restated Lease Agreement, and leased by the Agency to the Company pursuant to the First Amended and Restated Lease Agreement, together with all additions to and replacements and substitutions of the Facility;

WHEREAS, the Agency requires, as a condition and as an inducement for it to enter into and perform the transactions contemplated by the First Amended and Restated Lease Agreement and the First Amended and Restated PILOT Agreement, that the Company enter into, execute, deliver and perform this First Amended and Restated Environmental Compliance and Indemnification Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. All capitalized terms used in this First Amended and Restated Environmental Compliance and Indemnification Agreement and not hereinafter defined shall have the meanings set forth below or in the Schedule of Definitions attached to the First Amended and Restated Lease Agreement.

(a) "Disposal" has the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.).

(b) "Environment" means any water or water vapor, and land, including land surface or subsurface, air, fish, wildlife, flora, fauna, biota and all other natural resources.

(c) "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection, preservation or remediation of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, written and published policies, guidelines, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(d) "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, construction, renovation, equipping, use and/or operation of the Facility, for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Facility.

(e) "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the

Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

(f) "Improvements" means the buildings, structures and other improvements (if any) presently located or to be constructed or renovated on the Facility.

(g) "Indemnitee" means the Agency and its successors and assigns.

(h) "Indemnitor" means the Company and its affiliates, successors and assigns.

(i) "Pre-Existing Environmental Conditions" – means any conditions with respect to the Environment of the Facility exiting on or prior to March 24, 2015, including but not limited to any Release, and any condition known or unknown, discovered or undiscovered, which (i) legally required or requires remediation or mitigation, and/or (ii) violated or violates any Environmental Law.

(j) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.

Section 2. Representations and Warranties. Except as otherwise shown on Exhibit B attached hereto, the Indemnitor hereby represents and warrants to the Indemnitee that:

(a) The Facility is not being and, to Indemnitor's knowledge, has not been used in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance or as a landfill or other waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products.

(b) Underground storage tanks are not and, to the best of the Indemnitor's knowledge, have not been located on the Facility.

(c) All Environmental Permits necessary for the renovation, equipping, ownership, use or operation of the Facility have been obtained and are in full force and effect.

(d) There are no actions, suits, claims or proceedings, pending or overtly threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or remedy that arise out of, relate to or result from (i) environmental conditions at the Facility, (ii) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (iii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or (iv) 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 acquisition, construction, equipping, ownership, use, operation, sale, transfer or conveyance thereof.

Section 3. Covenants of Indemnitor. Indemnitor hereby covenants and agrees with the Indemnitee as follows:

(a) (i) The Indemnitor shall renovate, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits, and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to renovate, equip, use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, 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.

(ii) The Indemnitor shall comply with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Clean Air Act, the Federal Water Pollution Control Act and any and all environmental laws, policies, rules or regulations, applicable under the Federal law and the law of the State of New York, all as the same may from time to time be in force and amended.

(b) The Indemnitor shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits.

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

(d) The Indemnitor shall promptly provide the Indemnitee with a copy of all notifications which Indemnitor gives or receives with respect to environmental conditions at or in the vicinity of the Facility or any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If Indemnitor receives or becomes aware of any such notification which is not in writing or otherwise capable of being copied, Indemnitor shall promptly advise Indemnitee of such verbal, telephonic or electronic notification and confirm such notice in writing.

(e) The Indemnitor shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits. Nothing contained herewith shall be deemed or otherwise

construed to impose any liability or obligation upon Indemnitor for any Pre-Existing Environmental Condition.

(f) The Indemnitor shall allow the Indemnitee and its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions.

(g) If at any time the Indemnitee obtains any notice or information that the Indemnitor or the Facility or the renovation, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard other than as may exist or be suspected with respect to a Pre-Existing Environmental Condition, the Indemnitee 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 Indemnitee be prepared by a professional environmental engineer or other qualified environmental scientist acceptable to the Indemnitee and reasonably approved by Idemnitor, at the Indemnitor's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility which is caused by Indemnitor and unrelated to any Pre-Existing Environmental Condition, the Indemnitor shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. In the event the violation or non-compliance arises out of a Pre-Existing Environmental Condition, the Indemnitor will look solely to Mascoma for the remedies listed in this Section 3(g).

Section 4. Indemnification Provisions.

(a) The Indemnitor hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Indemnitee, its officers, directors, members, employees, agents (other than the Company) 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 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 Indemnitee relating to, resulting from or arising out of (i) the renovation, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products caused by

Indemnitor and unrelated to any Pre-Existing Environmental Condition, (ii) 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 caused by Indemnitor and unrelated to any Pre-Existing Environmental Condition, (iii) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility caused by Indemnitor and unrelated to any Pre-Existing Environmental Condition and required by any Environmental Law, (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same are caused by Indemnitor and unrelated to any Pre-Existing Environmental Condition and arise from the condition of the Facility or the construction, renovation, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (v) a violation of any applicable Environmental Law which is unrelated to a Pre-Existing Environmental Condition, (vi) non-compliance with any Environmental Permit which is unrelated to a Pre-Existing Environmental Condition or (vii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Indemnitor in this Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters"). Notwithstanding the foregoing, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to above 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.

(b) The liability of the Indemnitor to the Indemnitee hereunder shall in no way be limited, abridged, impaired or otherwise affected by (i) any amendment or modification of any of the Transaction Documents by or for the benefit of the Indemnitee, the Indemnitor or any subsequent owners or users of the Facility, (ii) any extensions of time for payment or performance required by any of the Transaction Documents, (iii) the release of the Indemnitor or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Transaction Documents by operation of law, either by the Indemnitee's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Transaction Documents, (v) any exculpatory provision contained in any of the Transaction Documents limiting the Indemnitee's recourse to any other security or limiting the Indemnitee's rights to a deficiency judgment against Indemnitor, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of the Indemnitee or any information which the Indemnitee may have or obtain with respect to the environmental or ecological condition of the Facility, (viii) the sale, assignment, subleasing, transfer or conveyance of all or part of the Land or the Facility or Indemnitor's interests and rights in, to, and under the First Amended and Restated Lease Agreement or the termination of the First Amended and Restated Lease Agreement, but only with respect to a Release that has occurred prior to any such sale, assignment, subleasing, transfer or conveyance, (ix) the death, dissolution, termination or legal incapacity of the Indemnitor, (x) the release or discharge, in whole or in part, of the Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding, or (xi) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under the First Amended and Restated Lease Agreement, or any other

Transaction Document, or of the Indemnitor under this First Amended and Restated Environmental Compliance and Indemnification Agreement.

(c) The indemnification agreement contained herein is wholly independent of and in addition to any indemnification agreement heretofore given to the Indemnitee as part of the application process, and/or contained in any of the Transaction Documents.

Section 5. Survival. Notwithstanding anything to the contrary contained herein, the representations, warranties, covenants and indemnifications of the Indemnitor contained in this Agreement shall continue and remain in full force and effect with respect to the Company's period of ownership of the Facility and shall survive any termination, conveyance, assignment, subleasing or defeasance of any right, title or interest of the Indemnitee in and to the Facility or in, to or under the First Amended and Restated Lease Agreement.

Section 6. Governing Law. This First Amended and Restated Environmental Compliance and Indemnification Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of New York, without regard or reference to its conflict of laws and principles.

Section 7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by Federal Express, addressed as follows or to such other address as any party may specify in writing to the other:

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

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

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

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

A duplicate copy of each notice, certificate and other written communication given hereunder by any party hereto to any other party hereto shall also be given to every other party hereto, at the addresses herein set forth or provided for. Such notice shall be deemed to

have been given upon receipt or upon refusal of the party being notified to accept delivery of such notice.

Section 8. Binding Effect. This First Amended and Restated Environmental Compliance and Indemnification Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 9. Severability. In the event any provision of this First Amended and Restated Environmental Compliance and Indemnification 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 10. Amendments, Changes and Modifications. This First Amended and Restated Environmental Compliance and Indemnification Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto and without the concurring written consent of all of the parties hereto.

Section 11. Execution of Counterparts. This First Amended and Restated Environmental Compliance and Indemnification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Table of Contents and Section Headings not Controlling. The Table of Contents and the headings of the several Sections in this First Amended and Restated Environmental Compliance and Indemnification 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 First Amended and Restated Environmental Compliance and Indemnification Agreement.

Section 13. This Agreement Controlling. In the event there is a conflict between the terms of this First Amended and Restated Environmental Compliance and Indemnification Agreement and Section 5.8 of the First Amended and Restated Lease Agreement, the terms of this First Amended and Restated Environmental Compliance and Indemnification Agreement shall be controlling. This Agreement amends and restates the Environmental Compliance and Indemnification Agreement dated as of December 1, 2007, which was assigned to and assumed by the Company with respect to the Facility for obligations accruing after the Effective Date.

Section 14. Excluded Obligations and Liabilities. Notwithstanding anything herein to the contrary in this First Amended and Restated Environmental Compliance and Indemnification Agreement, the First Amended and Restated Lease Agreement or any other Transaction Document, Indemnitor makes no Indemnification whatsoever with respect to any Pre-Existing Environmental Condition.

IN WITNESS WHEREOF, the Indemnitor has caused this **First Amended and Restated Environmental Compliance and Indemnification Agreement** to be duly executed as of the day and year first above written.

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

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

On the 25th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **Jennifer L. Miller,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

EXHIBIT A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

EXHIBIT B

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF INDEMNITOR

None.

IN WITNESS WHEREOF, the Indemnitor has caused this **First Amended and Restated Environmental Compliance and Indemnification Agreement** to be duly executed as of the day and year first above written.

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

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

On the 25th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **Jennifer L. Miller,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

Transcript Document No. 5

JOB CREATION AND RECAPTURE AGREEMENT

THIS AGREEMENT, dated as of June 1, 2015 is made by **RENMATIX, INC.**, a Delaware limited liability company having an office at 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Company"), for the benefit of **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, Title 1 of Article 18 A of the General Municipal Law of the State of New York (the "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 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, 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 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; and

WHEREAS, the Act further authorizes each such industrial development agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to mortgage any or all of its facilities and to pledge the revenues and receipts from the leasing of its facilities; and

WHEREAS, the Company has requested that the Agency (the "Agency") provide financial assistance to the Company, consisting of exemptions from real property tax, mortgage recording tax and sales tax (the "Financial Assistance") in connection with a project (the "Project") consisting of the following: (a) the acquisition of an existing 61,000± square foot manufacturing facility (the "Improvements") situated on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land"), (b) renovations to the Improvements, and (c) the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment referred to collectively as the "Facility); and

WHEREAS, the Agency owns fee title to the Land and Improvements and leased the same to Mascoma-NY, LLC ("Mascoma") pursuant to an Amended and Restated Lease Agreement dated as of May 16, 2008 (the "Original Lease Agreement"), a memorandum of

which Lease Agreement was recorded in the Oneida County Clerk's Office on May 30, 2008 as Instrument No. R2008-000688; and

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

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

WHEREAS, the Agency has appointed the Company and its agents and designees as its agent for the purposes of acquiring the Land and renovating and equipping the Facility; and

WHEREAS, the Agency owns fee title to the Facility and, pursuant to the First Amended and Restated Lease agreement dated of even date herewith (the "First Amended and Restated Lease Agreement"), the Agency is leasing the Facility to the Company; and

WHEREAS, in order to provide such Financial Assistance to the Company under the Act, the Agency requires, among other things, that the Company and the Agency enter into certain lease transactions and other associated agreements, including that certain First Amended and Restated Lease Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement by the Company for the benefit of the Agency dated of even date herewith (the "First Amended and Restated Environmental Compliance and Indemnification Agreement") and that certain First Amended and Restated Payment-in-Lieu-of-Tax Agreement between the Agency and the Company dated of even date herewith (the "First Amended and Restated PILOT Agreement") (collectively, the "Transaction Documents"), and

WHEREAS, the Agency wishes to condition the Financial Assistance upon the Company creating and maintaining certain employment at the Facility.

NOW THEREFORE, for good and valuable consideration and in consideration of the Company entering into the Transaction Documents, the Company hereby covenants and agrees as follows:

1. Definitions.

"Agency"	shall mean the Oneida County Industrial Development Agency.
"AER"	shall mean the Company's annual report of employment required to be provided to the Agency.
"Benefit"	means the amount the Company saved by making payments in lieu of real property taxes in a particular year. For example, if a Company's PILOT payment is equal to 75% of normal real property taxes, then the Company's Benefit for that year would be an amount equal to 25% of normal real property taxes.

"Company"	shall mean RENMATIX, INC., and its successors and/or assigns.
"Cure Period"	shall mean the period ending June 30th of the year following the Major Shortfall.
"Employment Obligation Term"	shall mean the longer of 1) the period during which the Company is receiving a benefit in the form of lower payment in lieu of taxes than their real estate taxes would be; or, 2) ten (10) years.
"Employment Obligation"	shall mean the Company's obligation to employ 13 FTEs at the Facility by the end of the initial three (3) years of the Lease Term of the First Amended and Restated Lease Agreement and to maintain said employees for the duration of the Lease Term, which is what the Company represented in its Application for Financial Assistance it will hire.
"FTE"	means a full time employee who has a minimum of thirty-five (35) scheduled hours per week, or such other number of hours per week (but not less than twenty-five (25) hours) as established by existing written policies of the Company or any combination of two or more part-time employees who, when combined together, constitute the equivalent of a minimum of thirty-five (35) scheduled hours per week, and whose workplace location is the Facility.
"Initial Benefit"	means the amount of savings the Company received through the Agency, in the form of Mortgage Recording Tax and New York State Sales Tax exemptions.
"Major Shortfall"	means any number of FTEs that is less than 50% of the Employment Obligation.
"Per Employee Amount"	means an amount equal to the Benefit for the year after the year of the Shortfall divided by the Employment Obligation.
"Shortfall"	means the difference between the Employment Obligation and the actual number of FTEs per the AER for the applicable year.

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

(a) It has power to enter into and to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Company is a party or by

which it is bound, or will constitute a default under any of the foregoing, 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 instrument or agreement.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of a plant facility or another 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 plants or facilities of the Company located within the State.

(d) The operation of the Facility will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d).

(e) There is no litigation pending or, to the knowledge of the Company, threatened, in any court, either state or federal, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the ability of the Company to fulfill its obligations under this Agreement.

(f) As of June 8, 2015, there are thirteen (13) full time personnel working at the Facility.

3. Job Creation and Retention Obligations. The Company's Employment Obligation shall mean that, the Company agrees to employ 13 FTEs at the Facility by the end of the initial three (3) years of the Lease Term of the First Amended and Restated Lease Agreement and to maintain said employees for the duration of the Lease Term. After the expiration of the Employment Obligation Term, the Company shall have no further obligation with respect to the Employment Obligation and shall not be liable for any of the payments described below.

4. Events of Default. An Event of Default shall mean either of the following events:

(a) The failure of the Company to satisfy the Employment Obligation as provided in Section 3 above shall constitute a default under this Agreement and shall subject the Company to the applicable remedies of the Agency set forth below. The Company shall be deemed to have failed to satisfy its Employment Obligation if, at such time the Company files its certified annual employment report to the Agency (the "AER"), the total number of FTEs shown on such report for the applicable Lease Year is below the applicable Employment Obligation. The AER shall be filed by the Company to the Agency on or before January 31 of each calendar year during the Employment Obligation Term; provided, however, the Company is not obligated to file its first (1st) AER with the Agency sooner than January 31, 2016.

(b) If the Company shall exercise its option to terminate the First Amended and Restated Lease Agreement as set forth in Section 8.1 of the First Amended and Restated Lease Agreement it shall constitute a default under this Agreement and shall subject the Company to the applicable remedies of the Agency set forth below.

5. Remedies.

(a) Initial Shortfall and Shortfall Payments. If the number of actual FTEs for any calendar year shall be a Shortfall, then the Company shall pay to the Agency an amount equal to (a) the Per Employee Amount multiplied by (b) the number of FTE's reflected in the Shortfall.

(b) Major Shortfall Payment.

(1) If the number of actual FTEs for any year shall be a Major Shortfall, then the Company shall pay to the Agency, in addition to the payment referred to in Section 5(a), an amount equal to a percentage (as set forth in the schedule below) of the Initial Benefit.

Major Shortfall Occurs:	**Percentage of Initial Benefit**
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	45%
Year 8	40%
Year 9	35%
Year 10	30%

(2) Notwithstanding any of the foregoing, the Company shall not be liable for paying a Major Shortfall Payment unless the number of FTEs remains at less than 80% of the Employment Obligation after the expiration of a Cure Period.

(3) Notwithstanding any of the foregoing, a Major Shortfall shall not apply where the Shortfall is as a result of a major casualty to or condemnation of the facility. In the event of such major casualty or condemnation, the Company shall have no obligation to pay the Major Shortfall Payment.

6. The Agency retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.

7. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
584 Phoenix Drive
Rome, New York 13441
Attention: David Grow

With a Copy to:	BOND, SCHOENECK & KING, PLLC 501 Main Street Utica, New York 13501 Attention: Linda E. Romano, Esq.
To the Company:	RENMATIX, INC. 660 Allendale Road King of Prussia, Pennsylvania 19406 Attention: Jennifer L. Miller, Chief Legal Counsel
With a Copy to:	Ballard Spahr 919 Third Avenue New York, New York 10022 Attention: Michael Pollack, Esq.

8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency and the Company and their respective successors and permitted assigns.

9. Severability. In the event any provision of this 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.

10. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

11. Execution of Counterparts. This 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.

12. Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York.

13. Survival of Obligations. This Agreement shall survive the performance of the obligations of the Company to make payments required by Section 2.6 of the First Amended and Restated Lease Agreement.

14. Section Headings Not Controlling. The headings of the several sections in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.

15. Merger of the Agency.

(a) Nothing contained in this Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other body corporate and politic and public instrumentality of the State of New York or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and

conditions of this Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger or assignment as the Company reasonably may request.

16. No Assignment. This Agreement may not be assigned by the Company except with the written consent of the Agency, which consent shall not be unreasonably withheld. 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.

17. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred.

18. 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.

19. Inducement Agreement. The Transaction Documents represent the entire agreements of the Agency and the Company and supersede the terms of the Inducement Agreement dated as of February 12, 2015 among the same parties.

20. Successors and Assigns. The rights and obligations of the Company hereunder shall be binding upon and inure to the benefit of its respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the Company has executed and delivered this **JOB CREATION AND RECAPTURE AGREEMENT** as of the day and year first above written.

RENMATIX, INC.

By: _____
Jennifer L. Miller
Chief Legal Officer

EXHIBIT A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: RENMATIX, INC.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
660 ALLENDALE ROAD	KING OF PRUSSIA	PA	19406	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
Not Applicable		CORPORATION	DELAWARE	☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME:

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
Not Applicable				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
584 PHOENIX DRIVE	ROME	NY	13441	USA

4. This FINANCING STATEMENT covers the following collateral:

1. All right, title and interest of Debtor in and to (a) the fixtures constituting part of the premises situate on certain real property situate in the City of Rome, Oneida County, New York, such real property being more particularly described on Exhibit A attached hereto (the "Premises") and (b) any machinery, equipment and other tangible personal property acquired and installed as part of, or otherwise used in connection with, the industrial development agency project located at the Premises, except all production machinery and equipment, as described on Exhibit B to the First Amended and Restated Lease Agreement, dated as of June 1, 2015 between Debtor and Secured Party.

2. All right, title and interest of Debtor in and to a First Amended and Restated Lease Agreement, dated as of June 1, 2015 between Debtor and Secured Party including all lease rentals, revenues and receipts payable or receivable thereunder.

5. ALTERNATIVE DESIGNATION [if applicable]: ☑ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

NEW YORK STATE

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR **RENMATIX, INC.**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
Not Applicable				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☑ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR **MASCOMA-NY, LLC**

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
610 LINCOLN ROAD, SUITE 100	**WALTHAM**	**MA**	**02451**	**USA**

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☑ fixture filing.

14. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Exhibit A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

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

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

2015651764 Clerk: GA

U2015-000233
06/30/2015 02:10:08 PM
UCC FINANCING STATEMENT
4 Pages
Sandra J. DePerno, Oneida County Cle

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: **RENMATIX, INC.**

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
660 ALLENDALE ROAD	KING OF PRUSSIA	PA	19406	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
Not Applicable		CORPORATION	DELAWARE	☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
Not Applicable				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
584 PHOENIX DRIVE	ROME	NY	13441	USA

4. This FINANCING STATEMENT covers the following collateral:

1. All right, title and interest of Debtor in and to (a) the fixtures constituting part of the premises situate on certain real property situate in the City of Rome, Oneida County, New York, such real property being more particularly described on Exhibit A attached hereto (the "Premises") and (b) any machinery, equipment and other tangible personal property acquired and installed as part of, or otherwise used in connection with, the industrial development agency project located at the Premises, except all production machinery and equipment, as described on Exhibit B to the First Amended and Restated Lease Agreement, dated as of June 1, 2015 between Debtor and Secured Party.

2. All right, title and interest of Debtor in and to a First Amended and Restated Lease Agreement, dated as of June 1, 2015 between Debtor and Secured Party including all lease rentals, revenues and receipts payable or receivable thereunder.

5. ALTERNATIVE DESIGNATION [if applicable]: ☑ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☑ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

ONEIDA COUNTY

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR **RENMATIX, INC.**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
Not Applicable				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☑ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR **MASCOMA-NY, LLC**

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
610 LINCOLN ROAD, SUITE 100	**WALTHAM**	**MA**	**02451**	**USA**

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☑ fixture filing.

14. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Exhibit A

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

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

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

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

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

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

thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

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

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

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

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

Transcript Document No. 7(a)

Inducement Resolution
Renmatix, Inc. Facility

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING RENMATIX, INC., THE PRINCIPALS OF RENMATIX, INC., AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY IN CONNECTION WITH A LEASE-LEASEBACK OR SALE-LEASEBACK TRANSACTION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Renmatix, Inc., on behalf of itself and/or the principals of Renmatix, Inc., and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Oneida County Industrial Development Agency (the "Agency") to enter into a transaction in which the Agency will assist in the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Agency owns fee title to the Facility, 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 the Agency will lease the Facility to the Company pursuant to a Lease Agreement (the "Lease Agreement"), or, in the alternative will convey title to the Company, the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement"); and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of abatement of real property taxes on the Facility, exemption from mortgage recording taxes and exemption from sales and use taxes on materials and/or equipment used or incorporated in the Facility, which is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, prior to the closing of a lease-leaseback or sale-leaseback transaction, and the granting of any tax benefits, a public hearing (the "Hearing") will be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of a lease-leaseback or sale-leaseback transaction, and the granting of any tax benefits, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as **Exhibit B**; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed lease-leaseback or sale-leaseback transaction, is either an inducement to the Company to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company in its industry; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the "SEQR Act" or "SEQRA"), the Agency constitutes a "State Agency"; and

WHEREAS, to aid the Agency in determining whether the Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency an Environmental Assessment Form and related documents (the "Questionnaire") with respect to the Facility, a copy of which is on file at the office of the Agency; and

WHEREAS, the Questionnaire has been reviewed by the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. Based upon the Environmental Assessment Form completed by the Company and reviewed by the Agency and other representations and information furnished by the Company regarding the Facility, the Agency determines that the action relating to the acquisition, renovation and equipping of the Facility is an "unlisted" action, as that term is defined in the SEQRA. The Agency also determines that the action will not have a "significant effect" on the environment, and, therefore, an environmental impact statement will not be prepared. This determination constitutes a negative declaration for purposes of SEQRA. Notice of this determination shall be filed to the extent required by the applicable regulations under SEQRA or as may be deemed advisable by the Chairman of the Agency or counsel to the Agency.

Section 2. (a) The acquisition, renovation and equipping of the Facility and the Agency's financial assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved.

(b) It is desirable and in the public interest for the Agency to enter into a lease-leaseback or sale-leaseback transaction, for the purpose of providing financial assistance for the acquisition, renovation and equipping of the Facility, as reflected in the Company's application to the Agency and as amended from time to time prior to the closing of the lease-leaseback or sale-leaseback transaction.

Section 3. The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the lease-leaseback or sale-leaseback transaction, and the development of the Facility (the "Agreement") are hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by

the Chairman shall constitute conclusive evidence of such approval.

Section 4. Subject to the conditions set forth in Section 4.02 of the Agreement, the Agency shall assist the Company in its acquisition, renovation and equipping of the Facility and will provide Financial Assistance with respect thereto.

Section 5. The Company is herewith and hereby appointed the agent of Agency to acquire, renovate and equip the Facility. The Company is hereby empowered to delegate its status as agent of the Agency to agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to renovate and equip the Facility. The terms and conditions for the appointment of the Company as agent of the Agency for the purposes described in this resolution are set forth in the form of the attached letter addressed to the Company, marked as **Exhibit C** to this resolution. The form of such letter is incorporated herein by reference and is approved and adopted by the Agency, and the Chairman or Executive Director of the Agency or any other duly authorized official of the Agency are authorized to execute and deliver such letter to the company. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services, and supplies to the Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the Company, as agent of the Agency shall be deemed to be on behalf of the Agency and for the benefit of the Facility. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency.

Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the lease-leaseback or sale-leaseback transaction.

Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to

prepare, for submission to the Agency, all documents necessary to effect the lease-leaseback or sale-leaseback transaction.

Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency"), with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on February 12, 2015 at eight a.m., local time, at Rome, New York which the following members were:

Present:	Ferris Betrus Michael Fitzgerald David Grow Mary Faith Messenger Eugene Quadraro Steve Zogby
Also Present:	Shawna Papale, Executive Director Steve DiMeo Tim Fitzgerald Caroline Levitt, Esq. Mark Levitt, Esq. Laura Ruberto Dan Guzewich

The question of the adoption of the foregoing resolution was duly put to vote, which was unanimously approved, and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June 2015.

Shawna Pabale, Secretary

EXHIBIT A
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the ____ day of _____ 2013 at ____a.m., local time, at the offices of the Oneida County Industrial Development Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Renmatix, Inc., on behalf of itself 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 the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Agency owns fee title to the Facility and will either lease the Facility to the Company pursuant to a Lease Agreement, or will convey title to the Company, so that the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Company will purchase the Facility or the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: February ___, 2015

By:/s/ Shawna M. Papale, Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING

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

1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.

2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.

3. The Chairman then described the proposed project and related financial assistance as follows:

Renmatix, Inc., on behalf of itself 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 the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Agency owns fee title to the Facility and will either lease the Facility to the Company pursuant to a Lease Agreement, or will convey title to the Company, so that the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Company will purchase the Facility or the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance is consistent with the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be

adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.

5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at ____ a.m.

Shawna Papale, Secretary

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Issuer") on _____, 2015 at _____ a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the office of the Issuer, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, said hearing was open to the general public, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2015.

Secretary

EXHIBIT C

(To be copied onto IDA letterhead and delivered
to the Company, when appropriate.)

March ___, 2015

Jennifer Miller, Chief Legal Officer
Renmatix, Inc.
660 Allendale Road
King of Prussia PA 19406

RE: *Oneida County Industrial Development Agency Lease-Leaseback Transaction*
Renmatix, Inc. Facility

Dear Jennifer:

Pursuant to a resolution duly adopted on February 12, 2015, Oneida County Industrial Development Agency (the "Agency") appointed Renmatix, Inc. (the "Company") its agent in connection with a transaction in which the Agency will assist in the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any construction, renovation, equipping and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction, renovation and equipping (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with construction, renovation and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

The agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and

vendors of the Company and to such other parties as the Company chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

In exercising this agency appointment, you and each of your properly appointed agents and subagents must claim the sales tax exemption for all purchases by giving your vendors New York State Form ST-123. The supplier or vendor should identify the Facility on each bill or invoice as the "**Renmatix Facility"** and indicate thereon that the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase.

You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must also execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractors of the Company which delivers completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of constructing, renovating and equipping the Facility, and shall only then be authorized to use Form ST-123 as described above. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.

It is important to note that contractors and subcontractors who have not been appointed subagent cannot use the sales tax exemption for equipment rental, tools, supplies and other items that do not become part of the finished project. Contractors and subcontractors must be appointed as agent or sub-agent of the Agency to use the Agency sales tax exemption for these purchases. Contractors and subcontractors who have not been appointed a subagent must claim the sales tax exemption for construction materials by giving their vendors a completed "Contractor Exempt Purchase Certificate" (Form ST-120.1) checking box (a).

The aforesaid appointment of the Company as agent of the Agency to demolish, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) February 12, 2016, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement (Form ST-340) with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

Please sign and return a copy of this letter for our files.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:_____
Name:
Title:

ACCEPTED & AGREED:

RENMATIX, INC.

By:_____
Name:
Title:

TO: All Contractors, Subcontractors, Suppliers and Vendors, etc. of Renmatix, Inc.

Attached please find a "Contract in Lieu of Exemption Certificate" (the "Contract") which will serve as documentation for not charging Renmatix, Inc. (the "Company") sales or use tax in connection with any purchase, lease, rental or other use of materials, equipment, goods, services or supplies at the facility to be owned or leased by the Oneida County Industrial Development Agency (the "Agency") and described in Addendum A to the aforesaid Contract (the "Facility").

Also attached is a letter signed by the Agency appointing the Company as its agent for the purpose of constructing, renovating and equipping the Facility. This letter authorizes the Company to delegate its authority as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company authorizes.

In accordance with the authority granted to the Company by the Agency, you are hereby appointed as agent of the Agency for the purpose of making purchases or leases of materials, equipment, goods, services and supplies with respect to the Facility. **Enclosed is a completed Form ST-123 that evidences your appointment, and which should be presented at the time of making each exempt purchase.**

Your appointment as agent of the Agency is contingent upon your completing the attached Form ST-60 and returning it to us and the Form ST-60 then being filed by the Agency with the New York State Department of Taxation and Finance.

Very truly yours,

RENMATIX, INC.

By: _____
Name:

Title:

cc: Oneida County Industrial Development Agency

CONTRACT IN LIEU OF EXEMPTION CERTIFICATE

This Contract is entered into by and between RENMATIX, INC. (the "Company"), as agent for and on behalf of the Oneida County Industrial Development Agency, a public benefit corporation and a governmental agency of the State of New York (the "Agency") in connection with construction, renovation and equipping of the facility described in Addendum A hereto (the "Facility") and the contractor or the subcontractor more particularly described on page 2 hereof (the "Contractor").

Pursuant to the authority granted to the Company, as agent of the Agency, the Contractor is hereby appointed agent of said Agency for purposes of completing, executing or otherwise carrying out the obligations imposed under this Contract.

The Contractor acknowledges that the Agency has acquired or will acquire title to or a leasehold interest in the Facility and the Agency is a public benefit corporation and governmental entity of the State of New York. By reason of such status, Agency and its agents acting on its behalf are exempt from payment of all New York State and local sales and use taxes on the purchase or lease of all materials, equipment, goods, services and supplies incorporated into and made an integral component part of any structure, building or real property which becomes the property of Agency, and all equipment, machinery and other tangible personal property (including installation costs with respect thereto) which becomes the property of Agency or in which the Agency has a leasehold interest. In addition, Agency and its agents acting on its behalf are exempt from all sales and use taxes arising out of or connected with the following, as they relate to performance under this Contract: (i) purchases, leases, rentals and other uses of tools, machinery and equipment, and (ii) purchases, leases, rentals, uses or consumption of supplies, goods, materials and services of every kind and description; provided, however, that exemption from sales and use tax with respect to clauses (i) and (ii) above shall apply only if the Contractor is then acting as agent for Agency under the terms of this Contract.

Pursuant to these exemptions from sales and use taxes, the Contractor shall not include such taxes in its contract price, bid, or reimbursable costs, as the case may be. If the Contractor does not comply with the requirements for sales and use tax exemptions, as described above, then it shall be responsible for and pay any and all applicable New York State sales and use taxes, and no portion thereof shall be charged or billed to the Agency or the Company directly or indirectly, the intent of this Contract being that neither Agency nor the Company shall be liable for any of the sales or use taxes described above. This Contract may be accepted by the Contractor in lieu of an exemption certificate, and the Contractor shall retain a copy hereof to substantiate the sales and use tax exemption.

The aforesaid appointment of the Company as agent of the Agency to demolish, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) February 12, 2016, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The Agency shall have the right to assign this Contract to the Company by written notice to the Contractor and without written consent of the Contractor, in which case Agency shall be relieved of all obligations hereunder. In the event of such assignment, all applicable sales

and use taxes shall be added to the purchase price and paid to the Contractor pursuant to a change order. All of the above provisions with respect to exemptions for New York State sales and use taxes shall apply to all subcontractors and other parties in privity of contract with the Company, Agency or the Contractor pursuant to the terms of this Contract.

OWNER:

_____
Insert name of Contractor or Subcontractor

RENMATIX, INC. as agent
for and on behalf of the Oneida County Industrial Development Agency

By_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

DATE: _____

DATE: _____

Address of Contractor or Subcontractor

_____
_____
_____
_____

cc: Oneida County Industrial Development Agency

ADDENDUM A

DESCRIPTION OF THE FACILITY

The "Facility" consists of acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels.

State of New York
County of Oneida } **ss:**

I, Jessica Butera,
being sworn, says she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 26th day of February, 20 15

to wit: February 26th

February 26th, 20 15

Jessica Butera

Sworn to before me this 26th day of February, 20 15

Wendy J Bonvicino Notary Public

Wendy J. Bonvicino
Notary Public, State of New York
Qualified in Oneida County
Registration #01BO5087737
My Commission Expires Nov. 30, 2017

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 10th day of March 2015 at 9:00 a.m., local time, at the offices of the Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Renmatix, Inc., on behalf of itself 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 the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Agency owns fee title to the Facility and will either lease the Facility to the Company pursuant to a Lease Agreement, or will convey title to the Company, so that the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Company will purchase the Facility or the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Dated: February 24, 2015
By: /s/ Shawna M. Papale,
Executive Director
2/26—1ti

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

1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.

2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.

3. The Chairman then described the proposed project and related financial assistance as follows:

Renmatix, Inc., on behalf of itself 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 the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Agency owns fee title to the Facility and will either lease the Facility to the Company pursuant to a Lease Agreement, or will convey title to the Company, so that the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Company will purchase the Facility or the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes for a period of ten (10) years, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.

5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at 9:30 a.m.

Shawna Papale, Secretary

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Issuer") on March 10, 2015 at 9:00 a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the office of the Issuer, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, said hearing was open to the general public, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 26, 2015.

Secretary

Re: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

Laura S. Ruberto, being duly sworn, deposes and says:

On February 25, 2015 she deposited in a post office box regularly maintained by the United States Government in the Town of New Hartford, New York, a copy of a ~~deviation~~ notice regarding public hearing to be conducted by the Oneida County Industrial Development Agency relating to the **Renmatix, Inc. Facility**, on March 10, 2015 at 9:00AM, local time, at Oneida County IDA, 584 Phoenix Drive, City of Rome, New York, copy of said notice is attached hereto and made a part hereof, to the following parties at their respective addresses set forth below:

LSR

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

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

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

Jeffrey Simons, Superintendent
Rome City School District
409 Bell Road
Rome, New York 13440

Laura S. Ruberto

Sworn to before me this 9th
day of March 2015

LINDA E. ROMANO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 02RO4346270
Commission Expires Jan. 27, 2017

Notary Public

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

February 25, 2015

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

Re: *Renmatix, Inc. Facility*

Dear Sir:

On March 10, 2015 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Renmatix, Inc. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Executive Director

2450655.1 2/19/2015

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

February 25, 2015

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

Re: ***Renmatix, Inc. Facility***

Dear Sir:

On March 10, 2015 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Renmatix, Inc. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

February 25, 2015

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

Re: *Renmatix, Inc. Facility*

Dear Sir:

On March 10, 2015 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Renmatix, Inc. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Shawna M. Papale, Executive Director

c: Jeffrey Simons, Superintendent of Schools

2450655.1 2/19/2015

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Executive Director
Secretary/Treasurer

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

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David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

February 25, 2015

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica NY 13501

Re: ***Renmatix, Inc. Facility***

Dear Mr. Billard:

On March 10, 2015 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Renmatix, Inc. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily Sentinel*, Rome, New York for publication.

We are providing this notice to you as Clerk of the Oneida County Board of Legislators as a courtesy, so that you may distribute a copy to any Board members who represent an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Shawna Papale, Secretary

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 10th day of March 2015 at 9:00 a.m., local time, at the offices of the Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Renmatix, Inc., on behalf of itself 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 the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

The Agency owns fee title to the Facility and will either lease the Facility to the Company pursuant to a Lease Agreement, or will convey title to the Company, so that the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement. At the end of the lease term, the Company will purchase the Facility or the Agency will terminate its leasehold interest in the Facility. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility, which financial assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: February 24, 2015

By:/s/ Shawna M. Papale, Executive Director

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT RELATING TO THE **RENMATIX, INC. FACILITY** (the "AGREEMENT") is between the Oneida County Industrial Development Agency (the "Agency") and **RENMATIX, INC.**, (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, 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") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, civic, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. The Company has requested that the Agency assist in the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the acquisition, renovation and equipping of the Facility is referred to collectively as the "Project"). The Agency owns the Land and will lease the Facility to the Company pursuant to a Lease Agreement (the "Lease Agreement"), or, in the alternative will convey title to the Company, the Company will lease the Facility to the Agency and the Agency will lease the Facility back to the Company pursuant to a Leaseback Agreement (the "Leaseback Agreement").

1.04. The Company hereby represents to the Agency that the Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage the Company from removing such other plant or facility to a location outside the State, or (c) is reasonably necessary to preserve the competitive position of the Company in its industry. The renovation and equipping of the Facility has not/did not commence(d) as of February 12, 2015.

JM

1.05. The Agency has determined that the acquisition, renovation and equipping of the Facility, as described in the Company's application to the Agency, which Application may be amended from time to time prior to closing of the sale-leaseback or lease-leaseback transaction (the "Application"), will promote and further the purposes of the Act.

1.06. On February 12, 2015, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake a sale-leaseback or lease-leaseback transaction in connection with the Project. The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales tax, exemptions from mortgage recording taxes and abatement of real property taxes for a period of ten years during which time the Company will make a fixed annual PILOT Payment (the "Financial Assistance"), which Financial Assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of acquiring, renovating and equipping the Facility, and such appointment includes the following activities as they relate to the acquisition, renovation and equipping of the Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, renovating and equipping the Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquiring, renovating and equipping the Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the Facility, including all repairs and replacements of such property. Such agency appointment includes the power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and

reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) a sale-leaseback or lease-leaseback transaction, (ii) the acquisition, renovation and equipping of the Facility, and (iii) the leasing of the Facility to the Company pursuant to the Lease (or Leaseback) Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into a sale-leaseback or lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the Facility.

2.02. The Lease (or Leaseback) Agreement shall be for approximately a ten-year term and shall obligate the Company to make aggregate basic payments in the amount of $500.00 as and when the same shall become due and payable. The Company shall be entitled to terminate the Agency's leasehold interest in the Facility for an aggregate amount of $500.00, plus such additional amounts as shall be prescribed in the Lease (or Leaseback) Agreement. Specifically, the Lease (or Leaseback) Agreement shall contain a provision that will allow the Company to terminate the Lease (or Leaseback) Agreement at any time upon written notice to the Agency and upon payment by the Company of all applicable fees, penalties and reimbursement of benefits. The Lease (or Leaseback) Agreement shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the construction, equipping, installation, replacement, rebuilding, restoration, repair, maintenance and operation of the Facility have been and will continue to be undertaken by the Company as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Company the appropriate Form ST-123 evidencing the authority of the Company to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of leasehold interest of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

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2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) renovate, equip, repair and maintain the Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. In the Application, the Company projected that it will create no less than thirteen (13) full time equivalent positions at the Facility within three years of the first day of the Lease Term and maintain all until the expiration date of the Lease Term as a result of undertaking the Facility (the "Employment Obligation"). The Company acknowledges that the financial assistance granted by the Agency in connection with the Facility is conditioned upon achieving the Employment Obligation for the full ten-year Lease Term.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the acquisition, renovation and equipping of the Facility (including any necessary contracts for the acquisition of real property necessary or useful in said Facility).

3.04. Contemporaneously with the closing of the sale-leaseback or lease-leaseback transaction the Company will enter into the Lease (or Leaseback) Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the acquisition, renovation and equipping of the Facility. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including

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equipment, ordered or used in connection with the acquisition, renovation and equipping of the Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any future sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the ownership, construction, equipping, acquisition, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 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. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the sale-leaseback or lease-leaseback transaction, the Company agrees that it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Facility, the acquisition, renovation and equipping thereof, the operation and maintenance of the

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Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

Article 4. General Provisions.

4.01. This AGREEMENT shall take effect on the date of execution hereof by the Agency and the Company and shall remain in effect until the Lease (or Leaseback) Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the Lease (or Leaseback) Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the sale-leaseback or lease-leaseback transaction and the execution of the Lease (or Leaseback) Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Lease (or Leaseback) Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the sale-leaseback or lease-leaseback transaction, and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the project; based upon the projections in the Company's Application, the

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transaction fee for this project is estimated at $20,700.00, which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the sale-leaseback or lease-leaseback transaction or complying with any requests after closing relating to the sale-leaseback or lease-leaseback transaction, including but not limited to requests under the Freedom of Information Act, requests relating to the Project.

4.04. If for any reason the sale-leaseback or lease-leaseback transaction does not close on or before twelve (12) months from the execution hereof, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall, unless extended by agreement of the Agency and the Company (whether before or after such original expiration date), terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses incurred by the Agency in connection with the acquisition, renovation and equipping of the Facility; and

(b) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project or the proposed financing thereof.

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IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of the 12th day of February 2015.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

RENMATIX, INC.

By: _____
Name: Jennifer Miller
Title: Chief Legal Officer

Final Authorizing Resolution
Renmatix, Inc. Facility

Transcript Document No. 9(a)

Date: March 18, 2015

At a meeting of the Oneida County Industrial Development Agency (the "Agency") held at 584 Phoenix Drive, Rome, New York 13441 on the 18th day of March 2015, the following members of the Agency were:

Present:	Ferris Betrus Michael Fitzgerald David Grow Mary Faith Messenger Eugene Quadraro Steve Zogby
Also Present:	Shawna Papale, Executive Director Maureen Carney Jennifer Waters Joseph Fusco, Jr. (Mayor, City of Rome) Caroline Levitt, Esq. Mark Levitt, Esq. Linda E. Romano, Esq. Laura Ruberto

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to proposed financial assistance to Renmatix, Inc. and/or an entity formed or to be formed on its behalf.

The following resolution was duly moved, seconded, discussed and unanimously adopted.

RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE FIRST AMENDED AND RESTATED LEASE AGREEMENT, THE FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE RENMATIX, INC. FACILITY LOCATED IN THE CITY OF ROME, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Renmatix, Inc., on behalf of itself 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 the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"); and

WHEREAS, the Agency owns fee title to the Facility and leases the Facility to Mascoma-NY, LLC ("Mascoma") pursuant to an Amended and Restated Lease Agreement dated as of May 16, 2008 (the "Lease Agreement"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to enter into a certain Assignment, Assumption and Release Agreement between Mascoma and the Company (the "Assignment, Assumption and Release") under which Mascoma assigns to the Company the Lease Agreement and other documents relating to the Facility defined therein; and

WHEREAS, the Agency shall provide financial assistance to the Company, consisting of abatement of real property tax, exemptions from mortgage recording tax and exemptions from sales tax, which represents a deviation from the Agency's Uniform Tax Exemption Policy (the "Financial Assistance"); and

WHEREAS, the Financial Assistance is conditioned upon the Company creating no less than thirteen (13) full-time equivalent positions within three years of the first day of the Lease Term and maintaining them until the last day of the scheduled Lease Term as a result of undertaking the Facility, which is more particularly described in the Jobs Creation and Recapture Agreement by the Company for the benefit of the Agency (the "Jobs Creation Agreement"); and

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

WHEREAS, the Agency by resolution duly adopted on February 12, 2015 (the "Inducement Resolution") decided to proceed under the provisions of the Act to maintain its fee interest in the Facility and amend the Lease Agreement, and directed that a public hearing be held and; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the Project and the Agency's fee interest in the Facility.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The Facility constitutes a "project", as such term is defined in the Act; and

(c) The acquisition, renovation and equipping of the Facility, the leasing of the Facility to the Company and the Agency's Financial Assistance with respect thereto, will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The acquisition, renovation, equipping and financing of the Facility and the Agency's Financial Assistance with respect thereto is reasonably necessary to induce the Company to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and Company's Counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The SEQRA findings adopted by the Agency on February 12, 2015 encompassed the actions to be undertaken by this resolution and no changes have been made since that time to the proposed action that would create new or increased adverse environmental impacts; and

(g) It is desirable and in the public interest for the Agency to undertake the Project; and

(h) The First Amended and Restated Lease Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument where the Agency leases the Facility to the Company; and

(i) The First Amended and Restated PILOT Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument where the Agency and the Company describe the payments-in-lieu-of-taxes to be paid by the Company with respect to the Facility; and

(j) The Environmental Compliance and Indemnification Agreement (the "Environmental Compliance and Indemnification Agreement") from the Company in favor of the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company agrees to comply with all Environmental Laws (as defined therein) applicable to the Facility and will indemnify and hold harmless the Agency for all liability under all such Environmental Laws; and

(l) The Jobs Creation Agreement, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Company acknowledges the terms and conditions upon which the Financial Assistance may be recaptured by the Agency.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) maintain its fee interest in the Facility, (ii) lease the Facility back to the Company pursuant to the First Amended and Restated Lease Agreement, (iii) execute, deliver and perform the First Amended and Restated Lease Agreement; (iv) execute, deliver and perform the First Amended and Restated PILOT Agreement, and (v) provide the Financial Assistance to the Company in support of the Project as conditioned by the Jobs Creation Agreement.

Section 3. The Agency is hereby authorized to maintain its fee interest in the real property described in Exhibit A to the First Amended and Restated Lease Agreement and the personal property described in Exhibit B to the First Amended and Restated Lease Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such interest are hereby approved, ratified and confirmed.

Section 4. The form and substance of the First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Jobs Creation Agreement (each in substantially the forms presented to the Agency and which, prior to the execution and delivery thereof, may be redated) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, Secretary or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement and the Environmental Compliance and Indemnification Agreement, all in substantially the forms thereof presented to this meeting or in the forms to be approved by Agency Counsel, with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, Secretary or any member of the Agency shall approve, and such other related documents as may be, in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Closing Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, Secretary or member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the First Amended and Restated Lease Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Closing Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Closing Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Agency, including the resolutions contained therein, held on the 18th day of March 2015 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Jobs Creation Agreement contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 26th day of June 2015.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Secretary

Re: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

Laura S. Ruberto, being duly sworn, deposes and says:

On March 5, 2015 she deposited in a post office box regularly maintained by the United States Government in the City of Utica, New York, a copy of a deviation notice regarding a final authorizing resolution to be considered by the Oneida County Industrial Development Agency relating to the **Renmatix, Inc. Facility**, at a meeting to be held on March 18, 2015 at 8:00AM, local time, at Oneida County IDA, 584 Phoenix Drive, City of Rome, New York, copy of said notice is attached hereto and made a part hereof, to the following parties at their respective addresses set forth below:

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

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

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

Jeffrey Simons, Superintendent
Rome City School District
409 Bell Road
Rome, New York 13440

Laura S. Ruberto

Sworn to before me this 9th
day of March 2015

Notary Public

LINDA E. ROMANO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 02RO4946270
Commission Expires Jan. 27, 2017

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

March 4, 2015

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

Re: ***Renmatix, Inc. Facility***

Dear Sir:

On March 18, 2015 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Renmatix, Inc. (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

The Company will make the following fixed annual PILOT Payments:

Year 1	$15,522.75	Year 6	$34,276.74
Year 2	$15,833.20	Year 7	$34,962.27
Year 3	$16,149.87	Year 8	$35,661.52
Year 4	$16,472.86	Year 9	$36,374.75
Year 5	$16,802.32	Year 10	$37,102.24

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

The Agency contemplates the Company will receive exemptions from mortgage recording tax and sales tax, consistent with the Agency's Policy.

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
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Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

The Agency is deviating from its Policy for the following reasons:

1. **The nature of the proposed project**: The Company owns patented clean technology to create the lowest cost cellulosic sugars available to the global bioeconomy. The Company will be licensing this technology to chemical and energy companies to make renewable energy and biofuel. The Agency wishes to encourage projects in this industry.

2. **The nature of the property before the project begins**: The prior owner stopped production at the Facility; the Company will reconfigure and retool the Facility to restore operations.

3. **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs**: The Company will create 13 permanent jobs at the Facility. Were it not for the Agency financial assistance, the Company would not pursue the project in Rome but rather build a facility near one of its other operations in Pennsylvania and Georgia.

4. **The estimated value of tax exemptions to be provided**: By setting an annual fixed PILOT Payment, the taxing jurisdictions and the Company are better able to address financial planning.

You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

March 4, 2015

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

Re: ***Renmatix, Inc. Facility***

Dear Sir:

On March 18, 2015 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Renmatix, Inc. (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

The Company will make the following fixed annual PILOT Payments:

Year 1	$15,522.75	Year 6	$34,276.74
Year 2	$15,833.20	Year 7	$34,962.27
Year 3	$16,149.87	Year 8	$35,661.52
Year 4	$16,472.86	Year 9	$36,374.75
Year 5	$16,802.32	Year 10	$37,102.24

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

The Agency contemplates the Company will receive exemptions from mortgage recording tax and sales tax, consistent with the Agency's Policy.

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

The Agency is deviating from its Policy for the following reasons:

1. **The nature of the proposed project**: The Company owns patented clean technology to create the lowest cost cellulosic sugars available to the global bioeconomy. The Company will be licensing this technology to chemical and energy companies to make renewable energy and biofuel. The Agency wishes to encourage projects in this industry.

2. **The nature of the property before the project begins**: The prior owner stopped production at the Facility; the Company will reconfigure and retool the Facility to restore operations.

3. **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs**: The Company will create 13 permanent jobs at the Facility. Were it not for the Agency financial assistance, the Company would not pursue the project in Rome but rather build a facility near one of its other operations in Pennsylvania and Georgia.

4. **The estimated value of tax exemptions to be provided**: By setting an annual fixed PILOT Payment, the taxing jurisdictions and the Company are better able to address financial planning.

You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

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Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

March 4, 2015

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

Re: ***Renmatix, Inc. Facility***

Dear Sir:

On March 18, 2015 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Renmatix, Inc. (the "Company").

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

The Company will make the following fixed annual PILOT Payments:

Year 1	$15,522.75	Year 6	$34,276.74
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Such PILOT Payments shall be allocated among the Taxing Authorities in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (For the purposes of apportioning the credit, each Taxing Authority shall use the tax rate for the prior Exemption Year).

The Agency contemplates the Company will receive exemptions from mortgage recording tax and sales tax, consistent with the Agency's Policy.

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/Treasurer
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

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David C. Grow, Chairman
Natalie Brown, Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Steven Zogby

The Agency is deviating from its Policy for the following reasons:

1. **The nature of the proposed project**: The Company owns patented clean technology to create the lowest cost cellulosic sugars available to the global bioeconomy. The Company will be licensing this technology to chemical and energy companies to make renewable energy and biofuel. The Agency wishes to encourage projects in this industry.

2. **The nature of the property before the project begins**: The prior owner stopped production at the Facility; the Company will reconfigure and retool the Facility to restore operations.

3. **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs**: The Company will create 13 permanent jobs at the Facility. Were it not for the Agency financial assistance, the Company would not pursue the project in Rome but rather build a facility near one of its other operations in Pennsylvania and Georgia.

4. **The estimated value of tax exemptions to be provided**: By setting an annual fixed PILOT Payment, the taxing jurisdictions and the Company are better able to address financial planning.

You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Shawna M. Papale, Executive Director

c: Jeffrey P. Simons, Superintendent of Schools

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
OCIDA

584 Phoenix Drive
Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694

David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

March 23, 2015

Jennifer Miller, Chief Legal Officer
Renmatix, Inc.
660 Allendale Road
King of Prussia PA 19406

RE: *Oneida County Industrial Development Agency Lease-Leaseback Transaction*
Renmatix, Inc. Facility

Dear Jennifer:

Pursuant to a resolution duly adopted on February 12, 2015, Oneida County Industrial Development Agency (the "Agency") appointed Renmatix, Inc. (the "Company") its agent in connection with a transaction in which the Agency will assist in the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment are referred to collectively as the "Facility" and the renovation and equipping of the Facility is referred to as the "Project"). The Facility will be initially operated and/or managed by the Company.

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the Facility, and the following activities as they relate to any construction, renovation, equipping and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction, renovation and equipping (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with construction, renovation and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

The agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Company and to such other parties as the Company chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

In exercising this agency appointment, you and each of your properly appointed agents and subagents must claim the sales tax exemption for all purchases by giving your vendors New York State Form ST-123. The supplier or vendor should identify the Facility on each bill or invoice as the "**Renmatix Facility**" and indicate thereon that the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase.

You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must also execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractors of the Company which delivers completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of constructing, renovating and equipping the Facility, and shall only then be authorized to use Form ST-123 as described above. Failure to comply with these requirements may result in loss of sales tax exemptions for the Facility.

It is important to note that contractors and subcontractors who have not been appointed subagent cannot use the sales tax exemption for equipment rental, tools, supplies and other items that do not become part of the finished project. Contractors and subcontractors must be appointed as agent or sub-agent of the Agency to use the Agency sales tax exemption for these purchases. Contractors and subcontractors who have not been appointed a subagent must claim the sales tax exemption for construction materials by giving their vendors a completed "Contractor Exempt Purchase Certificate" (Form ST-120.1) checking box (a).

The aforesaid appointment of the Company as agent of the Agency to demolish, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) February 12, 2016, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement (Form ST-340) with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to this Project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

Please sign and return a copy of this letter for our files.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: Shawna Papale
Title: Executive Director

ACCEPTED & AGREED:

RENMATIX, INC.

By: _____
Name:
Title:

TO: All Contractors, Subcontractors, Suppliers and Vendors, etc. of Renmatix, Inc.

Attached please find a "Contract in Lieu of Exemption Certificate" (the "Contract") which will serve as documentation for not charging Renmatix, Inc. (the "Company") sales or use tax in connection with any purchase, lease, rental or other use of materials, equipment, goods, services or supplies at the facility to be owned or leased by the Oneida County Industrial Development Agency (the "Agency") and described in Addendum A to the aforesaid Contract (the "Facility").

Also attached is a letter signed by the Agency appointing the Company as its agent for the purpose of constructing, renovating and equipping the Facility. This letter authorizes the Company to delegate its authority as agent of the Agency to its agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company authorizes.

In accordance with the authority granted to the Company by the Agency, you are hereby appointed as agent of the Agency for the purpose of making purchases or leases of materials, equipment, goods, services and supplies with respect to the Facility. **Enclosed is a completed Form ST-123 that evidences your appointment, and which should be presented at the time of making each exempt purchase.**

Your appointment as agent of the Agency is contingent upon your completing the attached Form ST-60 and returning it to us and the Form ST-60 then being filed by the Agency with the New York State Department of Taxation and Finance.

Very truly yours,

RENMATIX, INC.

By: _____
Name:

Title:

cc: Oneida County Industrial Development Agency

CONTRACT IN LIEU OF EXEMPTION CERTIFICATE

This Contract is entered into by and between RENMATIX, INC. (the "Company"), as agent for and on behalf of the Oneida County Industrial Development Agency, a public benefit corporation and a governmental agency of the State of New York (the "Agency") in connection with construction, renovation and equipping of the facility described in Addendum A hereto (the "Facility") and the contractor or the subcontractor more particularly described on page 2 hereof (the "Contractor").

Pursuant to the authority granted to the Company, as agent of the Agency, the Contractor is hereby appointed agent of said Agency for purposes of completing, executing or otherwise carrying out the obligations imposed under this Contract.

The Contractor acknowledges that the Agency has acquired or will acquire title to or a leasehold interest in the Facility and the Agency is a public benefit corporation and governmental entity of the State of New York. By reason of such status, Agency and its agents acting on its behalf are exempt from payment of all New York State and local sales and use taxes on the purchase or lease of all materials, equipment, goods, services and supplies incorporated into and made an integral component part of any structure, building or real property which becomes the property of Agency, and all equipment, machinery and other tangible personal property (including installation costs with respect thereto) which becomes the property of Agency or in which the Agency has a leasehold interest. In addition, Agency and its agents acting on its behalf are exempt from all sales and use taxes arising out of or connected with the following, as they relate to performance under this Contract: (i) purchases, leases, rentals and other uses of tools, machinery and equipment, and (ii) purchases, leases, rentals, uses or consumption of supplies, goods, materials and services of every kind and description; provided, however, that exemption from sales and use tax with respect to clauses (i) and (ii) above shall apply only if the Contractor is then acting as agent for Agency under the terms of this Contract.

Pursuant to these exemptions from sales and use taxes, the Contractor shall not include such taxes in its contract price, bid, or reimbursable costs, as the case may be. If the Contractor does not comply with the requirements for sales and use tax exemptions, as described above, then it shall be responsible for and pay any and all applicable New York State sales and use taxes, and no portion thereof shall be charged or billed to the Agency or the Company directly or indirectly, the intent of this Contract being that neither Agency nor the Company shall be liable for any of the sales or use taxes described above. This Contract may be accepted by the Contractor in lieu of an exemption certificate, and the Contractor shall retain a copy hereof to substantiate the sales and use tax exemption.

The aforesaid appointment of the Company as agent of the Agency to demolish, construct and equip the Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) February 12, 2016, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

The Agency shall have the right to assign this Contract to the Company by written notice to the Contractor and without written consent of the Contractor, in which case Agency shall be relieved of all obligations hereunder. In the event of such assignment, all applicable sales

and use taxes shall be added to the purchase price and paid to the Contractor pursuant to a change order. All of the above provisions with respect to exemptions for New York State sales and use taxes shall apply to all subcontractors and other parties in privity of contract with the Company, Agency or the Contractor pursuant to the terms of this Contract.

	OWNER:
_____	RENMATIX, INC. as agent
Insert name of Contractor or Subcontractor	for and on behalf of the Oneida County Industrial Development Agency
By_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
DATE: _____	DATE: _____
Address of Contractor or Subcontractor	
_____	
_____	
_____	
_____	

cc: Oneida County Industrial Development Agency

ADDENDUM A

DESCRIPTION OF THE FACILITY

The "Facility" consists of acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels.

New York State Department of Taxation and Finance

IDA Appointment of Project Operator or Agent

For Sales Tax Purposes

ST-60
(4/13)

The industrial development agency or authority (IDA) **must** submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent

For IDA use only

Name of IDA: Oneida County Industrial Development Agency			IDA project number (use OSC numbering system for projects after 1998)
Street address: 584 Phoenix Drive			Telephone number: (315) 338-0393
City: Rome		State: NY	ZIP code: 13441
Name of IDA project operator or agent: Renmatix	Mark an X in the box if directly appointed by the IDA: [X]	Employer identification or social security number: 26-1641190	
Street address: 660 Allendale Road	Telephone number: (484) 751-4000	Primary operator or agent? [X] Yes [ ] No	
City: King of Prussia	State: PA	ZIP code: 19406	
Name of project: Renmatix	Purpose of project *(see instructions)*: Manufacturing		
Street address of project site: 679 Ellsworth Road			
City: Rome	State: NY	ZIP code: 13440	

Description of goods and services intended to be exempted from New York State and local sales and use taxes: Acquire building, land, biomass digester, pumps, tanks, conveyors, centrifuge filters, boilers, chiller, evaporator, cyclones, water treatment, PLC, as well as all systems and controls needed to operate the process.

Date project operator or agent appointed *(mm/dd/yy)*: 02/16/15	Date project operator or agent status ends *(mm/dd/yy)*: 02/15/16	Mark an X in the box if this is an extension to an original project: [ ]
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: $1,140,000.00	Estimated value of New York State and local sales and use tax exemption provided: $200,000.00	

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer or employee signing on behalf of the IDA: Shawna Papale	Print title: Executive Director		
Signature: Shawna Papale		Date: 03/24/2015	Telephone number: (315) 338-0393

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For *Purpose of project*, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, sanitary services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:

NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Internet access: ***www.tax.ny.gov***
(for information, forms, and publications)

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Transcript Document No. 11

CLOSING CERTIFICATE

OF THE

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

WE, the undersigned officers of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

1. That we are the officers of the Agency indicated by the official title set forth opposite our respective signatures to this Certificate.

2. That we did officially cause the following documents (hereinafter referred to collectively as the "Agency Documents"), to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Chairman or Vice Chairman of the Agency:

a) The First Amended and Restated Lease Agreement, dated as of June 1, 2015 (the "First Amended and Restated Lease Agreement"), by and between the Agency and Renmatix, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Company"); and

b) The First Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of June 1, 2015 (the "First Amended and Restated PILOT Agreement"), by and between the Agency and the Company; and

c) The First Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of June 1, 2015 (the "First Amended and Restated Environmental Compliance and Indemnification Agreement"), by and between the Agency and the Company.

3. That we did officially cause all certificates necessary for the transaction and included in the Transcript of Proceedings, to be executed, as required, in the name of the Agency by the signing of each of such Agency Documents with the signatures of the Chairman or Vice Chairman of the Agency.

4. That on the date of delivery of such Agency Documents, which is also the date of this Certificate, we are the duly chosen and acting officers indicated on

such Agency Documents and on this Certificate, and are duly authorized to cause such Agency Documents and Certificates to be executed as recited above.

5. There has been no change in, amendment of or withdrawal of the Certificate of Establishment for the Agency as filed in the office of the Secretary of State on October 29, 1970, Certificates of Appointment of New Members filed April 28, 1982, April 4, 1990, October 19, 2004, October 22, 2006, March 12, 2008, October 24, 2009 and May 14, 2013, respectively, and there are no further filings of the Legislature of Oneida County with respect to the Agency, or the membership or affairs thereof, since May 14, 2013.

6. The following are the members of the Agency and each of them has been a member at least during the period from February 13, 2013 to and including the date of this Certificate:

Ferris Betrus	Mary Faith Messenger
Natalie Brown	Eugene Quadraro
Michael Fitzgerald	Steven Zogby
David Grow	

7. Attached hereto as Exhibits A and B, respectively, are true and correct copies of the Agency's Certificate of Establishment and By-Laws, together with all amendments thereto, and the same are in full force and effect as of the date hereof and have not otherwise been amended, repealed or modified.

8. The Agency is an Industrial Development Agency duly established under Title 1, Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

9. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities including industrial pollution control facilities and recreation facilities, and the Agency has the power to acquire, construct, reconstruct, lease, sell, improve, maintain, equip or furnish certain properties including industrial pollution control facilities and recreation facilities.

10. The representations and warranties contained in Section 1.1 of the First Amended and Restated Lease Agreement are, to the best of the knowledge

and information of the undersigned, true, accurate and complete on and as of the date hereof.

11. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the Agency (or to our knowledge any basis therefor), wherein an unfavorable decision or finding would adversely affect the transactions contemplated by any of the Agency Documents or any agreement or instrument to which the Agency is a party and which is used or contemplated for use in consummation of any transaction contemplated by the First Amended and Restated Lease Agreement.

12. The 26th day of June 2015 has been duly designated as the Closing Date.

12. That the inducement resolution adopted by the Agency at its meeting of February 12, 2015 being Item No. 7 (a) of the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified.

13. That the Resolution entitled "RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE THE FIRST AMENDED AND RESTATED LEASE AGREEMENT, THE FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE FIRST AMENDED AND RESTATED ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT, THE MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE RENMATIX, INC. FACILITY LOCATED AT 679 ELLSWORTH ROAD IN THE CITY OF ROME, ONEIDA COUNTY" adopted at a meeting of the Agency on March 18, 2015, and being Item No. 9 in the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified.

[signature page follows]

WITNESS our official signatures this 26th day of June 2015.

NAME	SIGNATURE	OFFICIAL TITLE
David C. Grow		Chairman
Shawna M. Papale	_____	Executive Director and Secretary

WITNESS our official signatures this 26th day of June 2015.

NAME	SIGNATURE	OFFICIAL TITLE
David C. Grow		Chairman
Shawna M. Papale		Executive Director and Secretary

EXHIBIT A

Oneida County Industrial Development Agency's Certificate of Establishment

CERTIFICATE OF ESTABLISHMENT
OF
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING WITH
SECRETARY OF STATE

THIS is to certify that the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY has been established by special act of the New York State Legislature, and the following is set forth pursuant to Section 856 of the New York State Industrial Development Agency Act:

(1) The special act establishing the Agency was passed May 1, 1970, by Chapter 372 of the Laws of 1970 which became effective May 1, 1970.

(2) The name of the agency is Oneida County Industrial Development Agency.

(3) The names of the members of the Agency, their Chairman and their terms of office are as follows:

Name	Term of office expires
Joseph J. Cardamone, Chairman	December 31, 1971
H. Russell Johnson, Member	December 31, 1971
George B. Grow, Member	December 31, 1971
Robert J. McGinty, Member	December 31, 1971
Henry A. Maurer, Member	December 31, 1971

(4) The facts establishing the need for such Agency in the municipality are as follows:

The need for the Industrial Development Agency is to help and assist the economy in Oneida County. We intend to stimulate the economy by providing attractive programs of industrial financing. Through this program, we will be able to broaden the tax base and create new jobs for Oneida County. Through this Agency Act, we will be able to have the ability to get an attractive rate of interest on these tax free bonds for each industrial project.

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 29 1970

John P. Lomenzo

This will also put us in a competitive position with 40+ states in the United States who also have industrial revenue bonds.

THE BOARD OF COUNTY LEGISLATORS
OF THE COUNTY OF ONEIDA

By _____
Clerk

SEAL

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 29 1970
John P. Lomenzo
Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR - 4 1990
Secretary of State

CERTIFICATE OF APPOINTMENT

AS MEMBER

OF

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING WITH

SECRETARY OF STATE

THIS is to certify that

DAVID GROW

has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE COUNTY OF ONEIDA

BY: Susan L. Crabtree
Clerk

(Seal)

CERTIFICATE

OF

APPOINTMENT AS MEMBER

OF

INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING

WITH

SECRETARY OF STATE

THIS is to certify that NATALIE BROWN and FERRIS J. BETRUS have been appointed as MEMBERS of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE
COUNTY OF ONEIDA

By: Susan L. Crabtree

Susan L. Crabtree, Clerk

CERTIFICATE

OF

APPOINTMENT AS MEMBER

OF

INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING

WITH

SECRETARY OF STATE

THIS is to certify that MICHAEL FITZGERALD has been appointed as a MEMBER of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE COUNTY OF ONEIDA

By: Susan Crabtree
Clerk

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

MAY 19 2004

MISCELLANEOUS
& STATE RECORDS

RECEIVED
MISC. RECORDS
JUL 28 2009
DEPARTMENT OF STATE
COPY

RECEIVED
JUN 19 2008
BY:
COPY

CERTIFICATE

OF

APPOINTMENT AS MEMBER

OF

INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING

WITH

SECRETARY OF STATE

THIS is to certify that STEPHEN ZOGBY has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS
OF THE COUNTY OF ONEIDA

By: Susan L. Crabtree
Susan L. Crabtree, Clerk

RECEIVED
MISC. RECORDS
JUL 28 2009
DEPARTMENT OF STATE

COPY

CERTIFICATE

OF

APPOINTMENT AS MEMBER

OF

INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING

WITH

SECRETARY OF STATE

THIS is to certify that Gene F. Quadraro has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS
OF THE COUNTY OF ONEIDA

By: Susan L. Crabtree
Susan L. Crabtree, Clerk

RECEIVED
MAY 01 2013
By

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED
MAY 14 2013
MISCELLANEOUS
& STATE RECORDS

CERTIFICATE

OF

APPOINTMENT AS A MEMBER

OF

INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING

WITH

SECRETARY OF STATE

THIS is to certify that Mary Faith Messenger has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law

THE BOARD OF LEGISLATORS OF
THE COUNTY OF ONEIDA

BY: _____
Mikale P. Billard, Clerk

EXHIBIT B

Oneida County Industrial Development Agency's By-Laws

BY-LAWS

OF THE

ONEIDA COUNTY

INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE 1

THE AGENCY

Section 1. Name. The name of the Agency shall be the "Oneida County Industrial Development Agency".

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be located within the County of Oneida, New York, but the Agency may have other offices at such other places as the Agency may from time to time designate by resolution.

ARTICLE II

MEMBERS & OFFICERS

Section 1. Members. The agency shall consist of not less than three, nor more than seven members, who shall be residents of Oneida County, and who shall be recommended for appointment by the chief executive of Oneida County, appointed by a majority vote of the Oneida County Legislature, and who shall serve at the pleasure of the appointing authority. A member shall continue

to hold office until his or her successor is appointed and has qualified. Such members shall receive no compensation for their services.

Section 2. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman, a Secretary, a Treasurer, and an Assistant Secretary. None of the above officiers can hold more than one office.

Section 3. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman or Vice Chairman and such other officer as specifically authorized by resolution may execute agreements, contracts, deeds, and any other instruments of the Agency. At each meeting the Chairman shall submit recommendations and information as he may consider proper concerning the business, affairs and policies of the Agency. The Chairman must be a member of the Agency.

Section 4. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman, and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Agency shall appoint a new Chairman. The Vice Chairman must be a member of the Agency.

Section 5. Secretary. The Executive Director appointed by the Agency shall be the Secretary of the Agency and shall not be a member of the Agency. The Secretary shall keep the records of the Agency, shall act as secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purposes, and shall perform all duties incident to his or her office. The

Secretary shall keep in safe custody the seal of the Agency and shall have power to affix such seal to all contracts and other instruments authorized to be executed by the Agency.

Section 6. Treasurer. The Treasurer shall have the care and custody of all funds of the Agency and shall deposit or cause to be deposited the same in the name of the Agency in such bank or banks as the Agency may select. The Treasurer shall sign or cause to be signed all orders and all checks for the payment of money; and shall pay out and disburse such moneys under the direction of the Agency. The Treasurer shall keep or cause to be kept regular books of accounts showing receipts and expenditures, and shall render to the Agency at each regular meeting an account of his transactions and also of the financial condition of the Agency. The Treasurer shall give such bond for the faithful performance of his/her duties as the Agency may determine.

Section 7. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in the absence or incapacity of the Secretary, and in the case of the resignation or death of the Secretary, the Assistant Secretary shall perform such duties as are imposed on the Secretary as shall be the case, until such time as the Agency shall appoint a new Secretary. As such Assistant Secretary, he/she shall give such bond for the faithful performance of his/her duties as the Agency may determine. The Assistant Secretary need not be a member of the Agency.

Section 8. Conflict of Interest. No member or officer or shall have an interest in any contract with the Agency, when such officer or member has the power or

duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under said contract, (c) appoint an officer or employee who has any of the powers or duties set forth above, or no Agency member, including the Chairperson, shall serve as the Agency's chief executive officer, executive director, chief financial officer, comptroller, or hold any other equivalent position while also serving as a member of the Board.

Section 9. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency, by the by-laws of the Agency, or by the rules and regulations of the Agency.

Section 10. Appointment of Officers. All officers of the Agency shall be appointed at the annual meeting of the Agency, and shall hold office for one year or until their successors are appointed.

Section 11. Vacancies of Officers. Should any office become vacant, the Agency shall appoint a successor from among its membership at the next regular meeting and such appointment shall be for the unexpired term of said office.

Section 12. Additional Personnel. The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act, as amended and all other laws of the State of New York applicable thereto.

The selection and compensation of all personnel shall be determined by the Agency subject to the laws of the State of New York.

Section 13. Audit and Governance Committee. The Audit Committee shall consist of at least three (3) members of the Agency. The Governance Committee shall also consist of least three (3) members of the Agency, The Audit Committee and the Governance Committee shall discharge their duties in accordance with the terms and conditions of their respective Charters.

ARTICLE III

MEETINGS

Section 1. Annual Meeting. The Annual meeting of the Agency shall be immediately preceding the scheduled December meeting of the Agency at a time and place fixed in the notice therefore. The Agency shall vote at said annual meeting to approve the schedule of regular meetings for the upcoming business year.

Section 2. Regular Meetings. Regular meetings of the Agency may be held at such times and places as from time to time may be determined by Resolution of the Agency.

Section 3. Special Meetings. The Chairman of the Agency may, when he deems it desirable, and shall, upon the written request of two members of the Agency call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Agency, may be mailed to the business or home address of each member of the Agency, or may be transmitted electronically to each

member of the Agency, at least two days prior to the date of such special meeting. Waivers of notice may be signed by any members failing to receive a proper notice. At such special meeting no business shall be considered other than as designated in the call, but if all the members of the Agency are present at a special meeting, with or without notice thereof, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until the quorum is obtained.

Section 5. Member Participation in Meetings by Electronic Communications. Where appropriate facilities are reasonably available any or all members of the Agency shall have the right to participate and be a part of a quorum in any Agency meeting, or committee meeting by means of conference call or any other means of communication by which all persons participating in the meeting are able to hear and speak to each other.

Section 6. Order of Business. The order of business at the regular meeting of the Agency shall be conducted in accordance with, and shall be governed by Robert's Rules of Order.

Section 7. Manner of Voting. The voting on all questions coming before the Agency shall be by voice vote, except when a roll call vote is requested by any member, in which case the vote shall be by roll call, and the

yeas and nays shall be entered on the minutes of such meetings, except in the case of election of officers when the vote may be by ballot.

ARTICLE IV

AMENDMENTS

Section 1. Amendments to By-laws. The by-laws of the Agency shall be amended only with the approval of at least a majority of all of the members of the Agency at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all members of the Agency.

Revised May 22, 2008

GENERAL CERTIFICATE
OF
RENMATIX, INC.

This certificate is made in connection with the execution by Renmatix, Inc. (the "Company") of the First Amended and Restated Lease Agreement dated as of June 1, 2015 (the "First Amended and Restated Lease Agreement") by and between the Company and the Oneida County Industrial Development Agency (the "Agency"); the Memorandum of First Amended and Restated Lease Agreement dated as of June 1, 2015 (the "Memorandum of First Amended and Restated Lease Agreement") by and between the Company and the Agency; the First Amended and Restated Environmental Compliance and Indemnification Agreement dated as of June 1, 2015 (the "First Amended and Restated Environmental Compliance and Indemnification Agreement") by the Company for the benefit of the Agency; the First Amended and Restated PILOT Agreement dated as of June 1, 2015 (the "First Amended and Restated PILOT Agreement") by and between the Agency and the Company; the Job Creation and Recapture Agreement dated as of June 1, 2015 (the "Job Creation Agreement") by the Company, and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the "Company Documents") all in connection with the Agency's provision of certain financial assistance to the Company (consisting of exemptions from sales tax, exemptions from mortgage recording tax and abatement of real property tax) with respect to the project consisting of the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of certain equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels and the processing of biomass (the Land, the Improvements and the Equipment are referred to collectively as the "Facility".

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the First Amended and Restated Lease Agreement, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICER OF THE COMPANY HEREBY CERTIFIES THAT:

1. I am an officer of the Company and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been formed, is validly existing and is in good standing as a corporation under the laws of the State of Delaware, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Fourth Amended and Restated Certificate of Incorporation of the Company, together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

4. Attached hereto as Exhibit B is a true, correct and complete copy of the Bylaws of the Company, together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit C is a true, correct and complete copy of a certificate of good standing relating to the Company from the Delaware Secretary of State.

6. Attached hereto as Exhibit D is a true, correct and complete copy of the resolution of the directors of the Company (the "Company Resolution") approving and authorizing execution and delivery of the Company Documents. Such Company Resolution was duly adopted by the directors of the Company, has not been amended or modified since its adoption and is in full force and effect on the date of this certificate in accordance with its terms.

7. Attached hereto as Exhibit E is a list of all material pending litigation relating to the Company. Except as set forth in Exhibit E, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting the Company, (nor to the best of our knowledge is there any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Company Resolution, (B) the validity or the enforceability of the Company Resolution or the Company Documents or the transactions contemplated therein, (C) the organization or existence of the Company, or (D) the business, prospects, Property or condition of the Company.

8. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the First Amended and Restated Lease Agreement.

9. There are no Liens against the Facility for overdue taxes, assessments, fees or other governmental charges payable by the Company to the United States, the State, or, to my knowledge, to any other state or municipality in the United States.

10. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in

order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

11. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do not and will not (A) violate the Company's Certificate of Incorporation or Bylaws, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, applicable to and having jurisdiction over the Company or any of the Property of the Company.

12. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

13. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

14. Each of the representations and warranties of the Company contained in each of the Company Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

15. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by the Authorized Representative of the Company; the signature of said Representative thereon is the genuine signature of said Representative; and said executed Company Documents are in substantially the same form as the forms thereof presented to the directors of the Company and approved by the Company Resolution.

16. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

17. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

18. As of the Closing Date, there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company.

19. The Company presently carries insurance on the Facility, as defined in the First Amended and Restated Lease Agreement, to the full extent required by Section 3.4 of the First Amended and Restated Lease Agreement. Attached hereto as Exhibit F are copies of the Certificate(s) of Insurance evidencing that as of the date hereof the insurance coverage required by Section 3.4 of the First Amended and Restated Lease Agreement is in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this General Certificate of the Company this 26th day of June 2015.

RENMATIX, INC.

BY: _____
Jennifer L. Miller
Chief Legal Officer

EXHIBIT A

CERTIFICATE OF INCORPORATION

See attached

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "RENMATIX, INC.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF FEBRUARY, A.D. 2015, AT 12:21 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

4457205 8100

150221653

AUTHENTICATION: 2132934

DATE: 02-19-15

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:28 PM 02/19/2015
FILED 12:21 PM 02/19/2015
SRV 150221653 - 4457205 FILE

FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF RENMATIX, INC.

Renmatix, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), certifies that:

A. The name of the Corporation is Renmatix, Inc. The Corporation was originally incorporated under the name "Sriya Innovations, Inc." The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on November 14, 2007 and amended and restated on November 26, 2007, on September 25, 2008 and on December 16, 2011, and was amended on June 21, 2012.

B. This Fourth Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and has been duly approved by the written consent of the stockholders of the Corporation in accordance with Section 228 of the General Corporation Law of the State of Delaware.

C. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, the Corporation has caused this Fourth Amended and Restated Certificate of Incorporation to be signed by Michael Hamilton, a duly authorized officer of the Corporation, on February 19, 2015.

/s/ Michael Hamilton
Michael Hamilton, Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the corporation is Renmatix, Inc. (the "**Corporation**")

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is Seventy-One Million Six Hundred Fifty-Three Thousand One Hundred Sixty-One (71,653,161), consisting of Forty-Three Million Six Hundred Nine Thousand Eight Hundred Eleven (43,609,811) shares of Common Stock, $0.0001 par value per share, and Twenty-Eight Million Forty-Three Thousand Three Hundred Forty-Nine (28,043,349) shares of Preferred Stock, $0.0001 par value per share, of which:

- Seven Million One Hundred Thousand (7,100,000) shares are designated as "Series A Preferred Stock".
- Two Million Three Hundred Ninety-Seven Thousand Three Hundred Eighty-Two (2,397,382) shares are designated as "Series B Preferred Stock".
- Seven Million Nine Hundred Thirty-Five Thousand Nine Hundred Sixty-Seven (7,935,967) shares are designated as "Series C Preferred Stock".
- Ten Million Six Hundred Ten Thousand (10,610,000) shares of Preferred Stock are designated as "Series D Preferred Stock".

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Conversion Price**" shall mean the Series A Conversion Price, the Series B Conversion Price, the Series C Conversion Price or the Series D Conversion Price, as applicable.

(b) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(c) "**Distribution**" shall mean either of the following:

(i) the Corporation's transfer of cash or other property in respect of any shares of the Corporation's capital stock without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable solely in Common Stock; or

(ii) the Corporation's transfer of cash or other property in respect of any shares of the Corporation's capital stock in connection with a repurchase of any such shares, other than any of the following: (1) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (2) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation pursuant to rights of first refusal contained in agreements providing for such right, (3) repurchase of capital stock of the Corporation in connection with the settlement of disputes with any stockholder, or (4) any other repurchase or redemption of capital stock of the Corporation approved by both the holders of a majority of the Common Stock then outstanding (voting as a separate class), and separately by the holders of a majority of the Preferred Stock then outstanding (voting as a separate class).

(i) "**Dividend Rate**" shall mean, as applicable, an annual rate of $0.08 per share for the Series A Preferred Stock, an annual rate of $0.5176 per share for the Series B Preferred Stock, an annual rate of $0.7649 per share for the Series C Preferred Stock and an annual rate of $0.7544 per share for the Series D Preferred Stock (each as subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(d) "**Liquidation Preference**" shall mean, as applicable, $1.00 per share for the Series A Preferred Stock, $6.4706 per share for the Series B Preferred Stock, $9.5609 per share for the Series C Preferred Stock, and $9.43 per share for the Series D Preferred Stock (each as subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(e) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(f) "**Original Issue Price**" shall mean the Series A Original Issue Price, the Series B Original Issue Price, the Series C Original Issue Price or the Series D Original Issue Price, as applicable.

(g) "**Preferred Stock**" shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock.

(h) "**Recapitalization**" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

(i) "**Requisite Board Consent**" shall mean approval by the Board of Directors, including all of the Preferred Directors, as such term is defined in that certain Third

Amended and Restated Voting Agreement by and among the Corporation and certain of its stockholders dated on or about the date of filing of this Fourth Amended and Restated Certificate of Incorporation.

(j) "**Series A Conversion Price**" shall mean $1.00 per share for the Series A Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(k) "**Series A Original Issue Price**" shall mean $1.00 per share for the Series A Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(l) "**Series B Conversion Price**" shall mean $6.4706 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(m) "**Series B Original Issue Price**" shall mean $6.4706 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(n) "**Series C Conversion Price**" shall mean $9.5609 per share for the Series C Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(o) "**Series C Original Issue Price**" shall mean $9.5609 per share for the Series C Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(p) "**Series D Conversion Price**" shall mean $9.43 per share for the Series D Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(q) "**Series D Original Issue Price**" shall mean $9.43 per share for the Series D Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(r) "**Subsidiary**" shall mean (a) any entity of which more than 20% of the issued and outstanding equity securities is at the time directly or indirectly owned or controlled by the Corporation, (b) any partnership, joint venture, or other association of which more than 20% of the equity interests is at the time directly or indirectly owned or controlled by the Corporation, (c) any other entity included in the financial statements of the Corporation on a consolidated basis.

(s) "**Subsidiary Liquidation Event**" shall mean the (a) liquidation, dissolution or winding up of a Subsidiary, whether voluntary or involuntary; (b) the acquisition of a Subsidiary by another entity by means of any transaction or series of related transactions to which such Subsidiary or the Corporation is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation); or (c) a sale, lease, license or other

conveyance of all or substantially all of the assets of a Subsidiary in one or a series of transactions.

2. Dividends.

(a) Preferred Stock. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock or any series of Preferred Stock unless dividends on all series of the Preferred Stock have been declared in accordance with the preferences stated herein and all declared dividends on each series of the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid. No payment of any dividends to the holders of Series A Preferred Stock or Series B Preferred Stock shall occur until all declared but unpaid dividends on the Series C Preferred Stock and Series D Preferred Stock have been paid in full. Payment of any dividends to the holders of Series C Preferred Stock or Series D Preferred Stock shall be on a *pro rata, pari passu* basis in proportion to the Dividend Rates for each such series of Preferred Stock. Payment of any dividends to the holders of Series A Preferred Stock or Series B Preferred Stock shall be on a *pro rata, pari passu* basis in proportion to the Dividend Rates for each such series of Preferred Stock.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in Section 2(a), any additional dividends (other than dividends on Common Stock payable solely in Common Stock) set aside or paid in any fiscal year shall be set aside or paid among the holders of the Preferred Stock and Common Stock then outstanding in proportion to the greatest whole number of shares of Common Stock which would be held by each such holder if all shares of Preferred Stock were converted at the then-effective Conversion Rate (as defined in Section 4 hereof).

(c) Non-Cash Distributions. Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith and on a commercially reasonable basis by the Board of Directors.

(d) Waiver of Dividends. Any dividend preference of any series of Preferred Stock may be waived, in whole or in part, by the consent or vote of the holders of the majority of the outstanding shares of such series.

3. Liquidation Rights.

(a) Liquidation Preference. In the event of any Liquidation Event (defined below) the holders of the Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock by

reason of their ownership of such stock, an amount per share for each share of Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Preferred Stock, or such lesser amount as may be approved by at least two holders of Preferred Stock holding, in the aggregate, at least sixty percent (60%) of the Preferred Stock then outstanding (voting as a single class and on an as converted to Common Stock basis) (the "**Requisite Approving Investors**"), or with respect to the Series D Preferred Stock, such lesser amount as may be approved by (A) the holders of at least sixty percent (60%) of the Series D Preferred Stock and (B) at least one (1) "Disinterested Series D Holder" (as defined below) (together, the "**Requisite Series D Investors**"), less (iii) any amounts previously paid pursuant to this Section 3(a) in connection with a Subsidiary Liquidation Event or otherwise. If upon the Liquidation Event, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a). As used herein, a "Disinterested Series D Holder" shall mean any holder of at least 300,000 shares of Series D Preferred Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like) which does not otherwise hold Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock (including, for the purposes of such determination, affiliates of such holder).

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in Section 3(a) above, the entire remaining assets of the Corporation legally available for distribution shall be distributed *pro rata* to holders of the Common Stock of the Corporation in proportion to the number of shares of Common Stock held by them.

Notwithstanding the above subsections (a) and (b) of this Section 3, for purposes of determining the amount each holder of shares of Preferred Stock is entitled to receive with respect to a Liquidation Event, each such holder of shares of a series of Preferred Stock shall be deemed to have converted (regardless of whether such holder actually converted) such holder's shares of such series into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion, such holder would receive, in the aggregate, an amount greater than the amount that would be distributed to such holder if such holder did not convert such series of Preferred Stock into shares of Common Stock. If any such holder shall be deemed to have converted shares of Preferred Stock into Common Stock pursuant to this paragraph, then such holder shall not be entitled to receive any distribution that would otherwise be made to holders of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Common Stock

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) Liquidation Event. For purposes of this Section 3, a "**Liquidation Event**" shall be deemed to be occasioned by, and to include, (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction retain, immediately after such transaction or series of transactions, as a result of shares in the Corporation held by such holders prior to such transaction, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or resulting entity (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, exclusive license, lease or other disposition, in a single transaction or series of related transactions, by the Corporation and its subsidiaries taken as a whole, or the sale or disposition (by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, exclusive license, lease or other disposition is to a wholly-owned subsidiary of the Corporation; or (iii) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary; provided, however, (A) that a transaction shall not constitute a Liquidation Event if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately prior to such transaction; and (B) the sale of shares of Series D Preferred Stock pursuant to the Series D Preferred Stock Purchase Agreement dated on or about the date hereof by and among the Corporation and the purchasers listed on the signature pages thereto shall not be deemed a Liquidation Event; provided, further, that if the Board determines by the Requisite Board Consent that a Subsidiary Liquidation Event should so qualify, a Liquidation Event shall also include a Subsidiary Liquidation Event; *provided, further*; that if the Board determines by the Requisite Board Consent that a Subsidiary Liquidation Event qualifies as a Liquidation Event, then the proceeds received by the Corporation in connection with the Subsidiary Liquidation Event shall be distributed in accordance with the terms of ARTICLE V, Section 3 above. The treatment of any transaction or series of related transactions as a Liquidation Event pursuant to clause (i) or (ii) of the preceding sentence may be waived with respect to all series of the Preferred Stock by the consent or vote of the Requisite Approving Investors, and with respect to the Series D Preferred Stock, with the additional consent or vote of the Requisite Series D Investors.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with a Liquidation Event are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, *except that* any publicly-traded securities to be distributed to stockholders in a Liquidation Event shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Liquidation Event;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Liquidation Event.

In the event of a merger or other acquisition of the Corporation by another entity, the Liquidation Event date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "**trading day**" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "**closing prices**" or "**closing bid prices**" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows:

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "**Conversion Rate**" for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the offer and sale of the Corporation's Common Stock, provided that the aggregate gross proceeds to the Corporation are not less than $100,000,000 (a "**Qualified Initial Public Offering**"), or (ii) upon the receipt by the Corporation of a written request for such conversion from the Requisite Approving Investors, and additionally, with respect to conversion of the Series D Preferred Stock in connection with a Liquidation Event, a written request for such conversion from the Requisite Series D Investors, or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "**Automatic Conversion Event**").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder

would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he, she or it shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he, she or it elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "**Additional Shares of Common**" shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Fourth Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) Shares of Common Stock issued upon conversion of the Preferred Stock;

(2) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Requisite Board Consent, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(3) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Fourth Amended and Restated Certificate of Incorporation;

(4) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to paragraph 4(d), 4(f) or 4(g) hereof;

(5) shares of Common Stock issued in a registered public offering under the Securities Act, pursuant to which all outstanding shares of Preferred Stock are automatically converted into Common Stock pursuant to an Automatic Conversion Event;

(6) shares of Common Stock representing less than twenty percent (20%) of the then outstanding Common Stock (assuming conversion of all Convertible Securities) issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial leasing transaction approved by the Board of Directors, including the consent of at least one (1) of the Preferred Directors, and the Requisite Approving Investors; and

(7) shares of capital stock, including any securities convertible into shares of capital stock, of the Corporation which are otherwise approved by the Board of Directors, including the consent of all of the Preferred Directors and the Requisite Approving Investors; provided, however, that any waiver of an adjustment with respect to the Series D Preferred Stock pursuant to this paragraph 4(d) or any application of the exclusion provided in this clause (7) shall require, with respect to the Series D Preferred Stock, the additional consent of the Requisite Series D Investors.

The securities described in clauses (1) through (7) above, the "***Excluded Securities***".

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to

paragraph 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation, at any time or from time to time after the respective original issuance date of any series of Preferred Stock, shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided, that in any such case in which shares are deemed to be issued:

(1) after an adjustment to reflect the deemed issuance of the maximum number of shares (as provided above), no further adjustment in the Conversion Price of any series of Preferred Stock shall be made solely as the result of the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(d), 4(f) and 4(g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue of such Options or Convertible Securities (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for in this Fourth Amended and Restated Certificate of Incorporation between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each Series of Preferred Stock computed upon the original issue of such Options or Convertible Securities (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common. In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than $0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal $0.01 or more in the aggregate. For the purposes of this Subsection 4(d)(iv), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) Determination of Consideration. For purposes of this subsection 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(a) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(b) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock.

(i) In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately prior to such subdivision shall be recomputed and reduced, concurrently with the effectiveness of such subdivision, by multiplying the Conversion Price in effect immediately prior to such subdivision by a fraction in which (1) the numerator is the number of outstanding shares of Common Stock immediately prior to such subdivision; and (2) the denominator is the greater number of outstanding shares of Common Stock immediately after such subdivision.

(ii) In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Price for each series of Preferred Stock in effect immediately prior to such combination shall be recomputed and increased, concurrently with the effectiveness of such combination, by multiplying the Conversion Price in effect immediately prior to such combination by a fraction in which (1) the numerator is the number of outstanding shares of Common Stock immediately prior to such combination; and (2) the denominator is the lesser number of outstanding shares of Common Stock immediately after such combination.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock.

(i) In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, each of the Dividend Rate, the Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall be recomputed and reduced, concurrently with the effectiveness of such subdivision, by multiplying each such amount, as in effect immediately prior to such subdivision, by a fraction in which (1) the numerator is the number of outstanding shares of Preferred Stock or series of Preferred Stock (as applicable) immediately prior to such subdivision; and (2) the denominator is the greater number of outstanding shares of Preferred Stock or series of Preferred Stock (as applicable) immediately after such subdivision.

(ii) In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, each of the Dividend Rate, the Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall be recomputed and increased, concurrently with the effectiveness of such combination, by multiplying each such amount, as in effect immediately prior to such combination, by a fraction in which (1) the numerator is the number of outstanding shares of Preferred Stock or series of Preferred Stock (as applicable) immediately prior to such combination; and (2) the denominator is the lesser number of outstanding shares of Preferred Stock or series of Preferred Stock (as applicable) immediately after such combination.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above, if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in subsections (e) or (f) above) (the "**Replacement Securities**") by the application of an exchange ratio or other formula (the "**Replacement Formula**"), then each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into shares of the Replacement Securities, as specified below. The Replacement Securities to be received upon any such conversion of Preferred Stock shall equal the number of shares of the Common Stock that would have been received upon an identical conversion immediately prior to the applicable reorganization, reclassification or other event, as such number is adjusted by the Replacement Formula. In addition, all further adjustments provided herein shall apply to the Replacement Securities.

(h) Certificate as to Adjustment and Statement as to Conversion. Upon the occurrence of each adjustment or readjustment of the Conversion Price, or upon any event that results in any Replacement Securities, the Corporation at its expense shall promptly compute (if applicable) such adjustment or readjustment and shall promptly furnish to each holder of Preferred Stock a written adjustment certificate (an "**Adjustment Certificate**"). Each Adjustment Certificate shall set forth the result of such adjustment, readjustment or substitution of Replacement Securities, shall contain a full explanation of all calculations involved in determining such result, and shall provide a detailed description of all material facts relating to such adjustment, readjustment or substitution. In addition, promptly upon the written request at any time by any holder of Preferred Stock, the Corporation at its expense shall furnish or cause to be furnished to such holder a conversion statement (a "**Conversion Statement**"). Each Conversion Statement shall set forth the Conversion Price, Original Issue Price and Conversion Rate in effect on the date of the Conversion Statement, and shall specify the number of shares of Common Stock or Replacement Securities (if applicable), together with the amount, if any, of other property, which would be received upon a conversion of Preferred Stock occurring on the date of the Conversion Statement.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series either before or after the issuance causing the adjustment. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

(j) Notices of Record Date. In the event that this Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a Liquidation Event pursuant to Section 3(d);

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Such written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent or vote of the Requisite Approving Investors.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together as a single class, and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors.

(i) The Board of Directors shall consist of nine (9) members. So long as at least 2,130,000 shares of Series A Preferred Stock are outstanding (as adjusted for Recapitalizations), the holders of such shares of Series A Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. So long as at least 695,500 shares of Series B Preferred Stock are outstanding (as adjusted for Recapitalizations), the holders of such shares of Series B Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. So long as at least 3,137,800 shares of Series C Preferred Stock are outstanding (as adjusted for Recapitalizations), the holders of such shares of Series C Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. So long as at least 3,000,000 shares of Series D Preferred Stock are outstanding (as adjusted for Recapitalizations), the holders of such shares of Series D Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Corporation's Board of Directors

at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. So long as at least 7,000,000 shares of Preferred Stock are outstanding (as adjusted for Recapitalizations), the holders of such shares of Preferred Stock, voting together as a single class, shall be entitled to elect one (1) member of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors; provided, however, that such member be the Corporation's then-current chief executive officer. The holders of the Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors; provided, however, that such member be independent and reasonably acceptable to the other members of the Corporation's Board of Directors. The holders of a majority of the outstanding Common Stock and Preferred Stock (voting together as a single class, and on an as-converted basis) shall be entitled to elect, any remaining directors of the Corporation. Any director elected as provided in this Section 5(d) may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders.

(ii) Vacancies in the Board of Directors may be filled by a majority of the remaining directors originally elected by the same series, class or classes of shares who could elect an individual to fill such vacancy on the Board of Directors, though less than a quorum, except that a vacancy created by the removal of a director by the vote or written consent of the stockholders entitled to vote thereon or by court order may be filled by only the vote of a majority of the outstanding shares entitled to vote thereon represented at a duly held meeting at which a quorum is present, or by unanimous written consent of all shares entitled to vote thereon. Each director so elected shall hold office until the next annual meeting of stockholders or until a successor has been elected and qualified.

The stockholders entitled to vote thereon may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election other than to fill a vacancy created by removal, if by written consent, shall require the consent of the holders of a majority of the outstanding shares entitled to vote thereon.

(iii) The election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding, plus the number of Common Shares required to be reserved under Section 4(j) above) by an affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation (voting together as a single class on an as-converted to Common Stock basis).

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

6. Amendments and Changes.

(a) Preferred Stock Amendments and Changes. So long as (A) at least 5,000,000 shares (as adjusted for Recapitalizations) of Preferred Stock remain issued and outstanding, (B) there is one (1) holder of Series C Preferred Stock who holds at least 2,614,816 shares of Series C Preferred Stock or (C) at least 1,000,000 shares of Series D Preferred Stock remain issued and outstanding, the Corporation shall not nor shall the Corporation permit any Subsidiary of the Corporation to take the following actions, without first obtaining the approval (by vote or written consent, as provided by law) of the Requisite Approving Investors:

(i) amend, alter or repeal any provision of this Fourth Amended and Restated Certificate of Incorporation or the Corporation's Bylaws;

(ii) alter or change the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Preferred Stock or any series thereof;

(iii) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Common or Preferred Stock or any series thereof;

(iv) authorize or create (by reclassification or otherwise) or issue, or obligate itself to issue, any new class or series of equity security (including any security convertible into or exercisable for any equity security);

(v) enter into any transaction or series of related transactions, including, but not limited to, a liquidation, dissolution or winding up of the affairs of the Company, deemed to be a Liquidation Event pursuant to Section 3(d) above;

(vi) declare or pay any Distribution with respect to the Common Stock of the Corporation;

(vii) redeem any shares of Preferred Stock or Common Stock (other than the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this Corporation or any subsidiary pursuant to agreements under which this Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment or service, or pursuant to a right of first refusal; provided that such repurchase is approved by the majority of the Board of Directors, including at least one (1) of the Preferred Directors);

(viii) increase or decrease the authorized size of the Board of Directors;

(ix) issue any shares of Preferred Stock or Common Stock or any securities convertible into or exercisable or exchangeable for Preferred Stock or Common Stock, in each case other than Excluded Securities;

(x) create, or hold capital stock in, any subsidiary or sell, transfer or otherwise dispose of any capital stock of any subsidiary or permit any subsidiary to sell, lease, transfer, exclusively license or otherwise dispose of all or substantially all of the assets of such subsidiary, unless otherwise approved by the Requisite Board Consent;

(xi) trigger or effect an initial public offering of the Corporation's Common Stock under the Securities Act; or

(xii) amend this Section 6.

(b) Series D Preferred Stock Amendments and Changes. In addition, and notwithstanding anything above to the contrary, (A) until the Corporation has issued at least 2,000,000 shares of Series D Preferred Stock, so long as at least 450,000 shares of Series D Preferred Stock remain issued and outstanding, and (B) after the Corporation has issued at least 2,000,000 shares of Series D Preferred Stock, so long as at least 1,000,000 shares of Series D Preferred Stock remain issued and outstanding, the Corporation shall not nor shall the Corporation permit any Subsidiary of the Corporation to take the following actions, without first obtaining the approval (by vote or written consent, as provided by law) of the Requisite Series D Investors:

(i) increase the authorized number of shares of Series A Preferred Stock, Series B Preferred Stock, Series D Preferred Stock or Series C Preferred Stock; or

(ii) amend, alter, or repeal (i) any provision of this Fourth Amended and Restated Certificate of Incorporation or the Corporation's Bylaws that grants a right of consent or approval that is specific to the Series D Preferred Stock or (ii) any other provision of this Fourth Amended and Restated Certificate of Incorporation or the Corporation's Bylaws in a manner that disproportionately adversely affects the rights, preferences or privileges of the Series D Preferred Stock; for the avoidance of doubt, an action that affects the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and Series D Preferred Stock in a similar fashion shall be deemed not to have a disproportionately adverse effect on the Series D Preferred Stock.

7. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted or repurchased shall be cancelled and shall not be issuable by this Corporation.

8. Notices. Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given three (3) business days after deposit with an internationally recognized courier, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE VIII

Except as otherwise provided in this Fourth Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE IX

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

2. The Corporation shall have the power to indemnify, to the extent permitted by the Delaware General Corporation Law, as it presently exists or may hereafter be amended from time to time, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

3. Neither any amendment nor repeal of this ARTICLE IX, nor the adoption of any provision of this Corporation's Fourth Amended and Restated Certificate of Incorporation inconsistent with this ARTICLE IX, shall eliminate or reduce the effect of this ARTICLE IX, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 14, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CT-07

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

(This form must be printed or typed in black ink)

APPLICATION FOR AUTHORITY OF

Renmatix, Inc.
(Insert corporate name)

Under Section 1304 of the Business Corporation Law

FIRST: The name of the corporation is: Renmatix, Inc.

If the name does not contain a required word or abbreviation indicating corporate character, the corporation agrees to add the word or abbreviation _____ to the end of its name for use in this state.

(Do not complete this section unless the corporation's true name is not available pursuant to §301 or §302 of the Business Corporation Law.) The fictitious name under which the corporation will do business in New York is: _____

SECOND: The jurisdiction in which the corporation was organized is: Delaware. The date of its incorporation is: 11-14-2007

THIRD: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

FOURTH: The county within this state in which the office of the corporation is to be located is: Oneida County. (A county in New York State must be stated. Please note that the corporation is not required to have an actual physical office in this state.)

DOS-1335 (Rev. 5/03)

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FIFTH: The secretary of state is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the secretary of state shall mail a copy of any process accepted on behalf of the corporation is:

Jennifer Miller, Chief Legal Officer
Renmatix, Inc.
660 Allendale Road
King of Prussia, PA 19406

SIXTH: (*optional*): The name and street address within this state of the registered agent upon whom process against the corporation may be served is:

SEVENTH: (***Check the statement that applies.***)

X The foreign corporation has not since its incorporation or since the date its authority to do business in New York was last surrendered, engaged in any activity in this state.

____ The consent of the State Tax Commission, consenting to the filing of this application, is attached.

X
(*Signature*)

Jennifer Miller, Chief Legal Officer & Secretary
(*Type or print name and title of signer*)

EXHIBIT B

BYLAWS

See attached

BYLAWS OF

RENMATIX, INC.

(A DELAWARE CORPORATION)

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BYLAWS
OF
RENMATIX, INC.

ARTICLE I
OFFICES

1.1 **Registered Office**. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

1.2 **Offices**. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

2.1 **Location**. All meetings of the stockholders for the election of directors shall be held in the City of Wilmington State of Delaware, at such place as may be fixed from time to time by the Board of Directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting; provided, however, that the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211 of the Delaware General Corporation Law ("DGCL"). Meetings of stockholders for any other purpose may be held at such time and place, if any, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or a waiver by electronic transmission by the person entitled to notice.

2.2 **Timing**. Annual meetings of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

2.3 **Notice of Meeting**. Written notice of any stockholder meeting stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

2.4 **Stockholders' Records**. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address (but not the electronic address or other electronic contact information) of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose

germane to the meeting for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.5 **Special Meetings**. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning at least ten percent (10%) in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

2.6 **Notice of Meeting**. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. The means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting shall also be provided in the notice.

2.7 **Business Transacted at Special Meeting**. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

2.8 **Quorum; Meeting Adjournment; Presence by Remote Means.**

(a) *Quorum; Meeting Adjournment.* The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) *Presence by Remote Means.* If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(1) participate in a meeting of stockholders; and

(2) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

2.9 **Voting Thresholds.** When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the certificate of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.10 **Number of Votes Per Share.** Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote by such stockholder or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

2.11 **Action by Written Consent of Stockholders; Electronic Consent; Notice of Action.**

(a) *Action by Written Consent of Stockholders.* Unless otherwise provided by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, is signed in a manner permitted by law by the holders of outstanding stock having not less than the number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Written stockholder consents shall bear the date of signature of each stockholder who signs the consent in the manner permitted by law and shall be delivered to the corporation as provided in subsection (b) below. No written consent shall be effective to take the action set forth therein unless, within sixty (60) days of the earliest dated consent delivered to the corporation in the manner provided above, written consents signed by a

sufficient number of stockholders to take the action set forth therein are delivered to the corporation in the manner provided above.

(b) *Electronic Consent.* A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (1) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (2) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors of the corporation.

(c) *Notice of Action.* Prompt notice of any action taken pursuant to this Section 2.11 shall be provided to the stockholders in accordance with Section 228(e) of the DGCL.

ARTICLE III
DIRECTORS

3.1 **Authorized Directors.** The number of directors that shall constitute the whole Board of Directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting of the stockholders, except as provided in Section 3.2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

3.2 **Vacancies.** Unless otherwise provided in the corporation's certificate of incorporation, as it may be amended, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of

the whole Board of Directors (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

3.3 **Board Authority.** The business of the corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.4 **Location of Meetings.** The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

3.5 **First Meeting.** The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

3.6 **Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

3.7 **Special Meetings.** Special meetings of the Board of Directors may be called by the president upon notice to each director; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors unless the Board of Directors consists of only one director, in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director. Notice of any special meeting shall be given to each director at his business or residence in writing, or by telegram, facsimile transmission, telephone communication or electronic transmission (provided, with respect to electronic transmission, that the director has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by telegram, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company at least twenty-four (24) hours before such meeting. If by facsimile transmission or other electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these Bylaws as provided under Section 8.1 of

Article VIII hereof. A meeting may be held at any time without notice if all the directors are present (except as otherwise provided by law) or if those not present waive notice of the meeting in writing, either before or after such meeting.

3.8 **Quorum.** At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business and any act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.9 **Action Without a Meeting.** Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing, writings, electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.10 **Telephonic Meetings.** Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or any committee, by means of conference telephone or other means of communication by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

3.11 **Committees.** The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these bylaws.

3.12 **Minutes of Meetings.** Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

3.13 **Compensation of Directors.** Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.14 **Removal of Directors.** Unless otherwise provided by the certificate of incorporation or these bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

4.1 **Notice.** Unless otherwise provided in these bylaws, whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

4.2 **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

4.3 **Electronic Notice.**

(a) *Electronic Transmission.* Without limiting the manner by which notice otherwise may be given effectively to stockholders and directors, any notice to stockholders or directors given by the corporation under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder or director to whom the notice is given. Any such consent shall be revocable by the stockholder or director by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(b) *Effective Date of Notice.* Notice given pursuant to subsection (a) of this section shall be deemed given: (1) if by facsimile telecommunication, when directed to a

number at which the stockholder or director has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder or director has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder or director of such specific posting, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder or director. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) *Form of Electronic Transmission.* For purposes of these bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE V
OFFICERS

5.1 **Required and Permitted Officers.** The officers of the corporation shall be chosen by the Board of Directors and shall be a president, treasurer and a secretary. The Board of Directors may elect from among its members a Chairman of the Board and a Vice-Chairman of the Board. The Board of Directors may also choose one or more vice-presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

5.2 **Appointment of Required Officers.** The Board of Directors at its first meeting after each annual meeting of stockholders shall choose a president, a treasurer, and a secretary and may choose vice-presidents.

5.3 **Appointment of Permitted Officers.** The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

5.4 **Officer Compensation.** The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

5.5 **Term of Office; Vacancies.** The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

THE CHAIRMAN OF THE BOARD

5.6 **Chairman Presides.** The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present. He

shall have and may exercise such powers as are, from time to time, assigned to him by the Board of Directors and as may be provided by law.

5.7 **Absence of Chairman.** In the absence of the Chairman of the Board, the Vice-Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present. He shall have and may exercise such powers as are, from time to time, assigned to him by the Board of Directors and as may be provided by law.

THE PRESIDENT AND VICE-PRESIDENTS

5.8 **Powers of President.** The president shall be the chief executive officer of the corporation; in the absence of the Chairman and Vice-Chairman of the Board, he shall preside at all meetings of the stockholders and the Board of Directors; he shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect.

5.9 **President's Signature Authority.** The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

5.10 **Absence of President.** In the absence of the president or in the event of his inability or refusal to act, the vice-president, if any, (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

5.11 **Duties of Secretary.** The secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

5.12 **Duties of Assistant Secretary.** The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the

powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

5.13 **Duties of Treasurer.** The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

5.14 **Disbursements and Financial Reports.** He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

5.15 **Treasurer's Bond.** If required by the Board of Directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

5.16 **Duties of Assistant Treasurer.** The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of the treasurer's inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI
CERTIFICATE OF STOCK

6.1 **Stock Certificates.** Every holder of stock in the corporation shall be entitled to have a certificate, signed by or in the name of the corporation by, the Chairman or Vice-Chairman of the Board of Directors, or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the

qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

6.2 **Facsimile Signatures.** Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the corporation with the same effect as if such officer, transfer agent or registrar were still acting as such at the date of issue.

6.3 **Lost Certificates.** The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

6.4 **Transfer of Stock.** Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

6.5 **Fixing a Record Date.** In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

6.6 **Registered Stockholders.** The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, to vote as such owner, to hold liable for calls and assessments a person registered on its books as the owner of shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS

7.1 **Dividends.** Dividends upon the capital stock of the corporation, if any, subject to the provisions of the certificate of incorporation, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

7.2 **Reserve for Dividends.** Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their sole discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purposes as the directors think conducive to the interests of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

7.3 **Checks.** All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

7.4 **Fiscal Year.** The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

7.5 **Corporate Seal.** The Board of Directors may adopt a corporate seal having inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

7.6 **Indemnification.** The corporation shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any director made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director of the corporation or a predecessor corporation or a director or officer of another corporation, if such person served in such position at the request of the corporation; provided, however, that the corporation shall indemnify any such director or officer in connection with a proceeding initiated by such director or officer only if such proceeding was authorized by the Board of Directors of the corporation. The indemnification provided for in this Section 7.6 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under these bylaws, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in

their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a director, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a director. The corporation's obligation to provide indemnification under this Section 7.6 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the corporation or any other person.

Expenses incurred by a director of the corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he is or was a director of the corporation (or was serving at the corporation's request as a director or officer of another corporation) shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized by relevant sections of the DGCL. Notwithstanding the foregoing, the corporation shall not be required to advance such expenses to an agent who is a party to an action, suit or proceeding brought by the corporation and approved by a majority of the Board of Directors of the corporation that alleges willful misappropriation of corporate assets by such agent, disclosure of confidential information in violation of such agent's fiduciary or contractual obligations to the corporation or any other willful and deliberate breach in bad faith of such agent's duty to the corporation or its stockholders.

The foregoing provisions of this Section 7.6 shall be deemed to be a contract between the corporation and each director who serves in such capacity at any time while this bylaw is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

The Board of Directors in its sole discretion shall have power on behalf of the corporation to indemnify any person, other than a director, made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was an officer or employee of the corporation.

To assure indemnification under this Section 7.6 of all directors, officers and employees who are determined by the corporation or otherwise to be or to have been "fiduciaries" of any employee benefit plan of the corporation that may exist from time to time, Section 145 of the DGCL shall, for the purposes of this Section 7.6, be interpreted as follows: an "other enterprise" shall be deemed to include such an employee benefit plan, including without limitation, any plan of the corporation that is governed by the Act of Congress entitled "Employee Retirement Income Security Act of 1974," as amended from time to time; the corporation shall be deemed to have requested a person to serve the corporation for purposes of Section 145 of the DGCL, as administrator of an employee benefit plan where the performance by such person of his duties to the corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed "fines."

7.7 **Conflicts with Certificate of Incorporation.** In the event of any conflict between the provisions of the corporation's certificate of incorporation and these bylaws, the provisions of the certificate of incorporation shall govern.

ARTICLE VIII
AMENDMENTS

8.1 These bylaws may be altered, amended or repealed, or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the certificate of incorporation at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the Board of Directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

EXHIBIT C

CERTIFICATE OF GOOD STANDING

See attached

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RENMATIX, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF FEBRUARY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Jeffrey W. Bullock, Secretary of State

4457205 8300

AUTHENTICATION: 2088739

150134646

DATE: 02-03-15

You may verify this certificate online at corp.delaware.gov/authver.shtml

EXHIBIT D

RESOLUTION OF THE DIRECTORS OF THE COMPANY

See attached

EXHIBIT E

PENDING LITIGATION
AFFECTING THE COMPANY

None

EXHIBIT F

CERTIFICATES OF INSURANCE

See attached

Client#: 58934 RENMINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marlton Commercial
Cook Maran & Associates
701 Rte 73S Suite 425
Marlton, NJ 08053

CONTACT NAME:
PHONE (A/C, No, Ext): 631 324-1440 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Compan	
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Renmatix, Inc.
660 Allendale Rd
King Of Prussia, PA 19406

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35982619	02/01/2015	02/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY			73579021	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			79883347	02/01/2015	02/01/2016	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1571747260	02/01/2015	02/01/2016	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Property			35982619	02/01/2015	02/01/2016	Blanket Business Pers. Property $27,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Oneida County Industrial
Development Agency
584 Phoenix Drive
Rome, NY 13441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard Scirocia

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RC5

June 26, 2015

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

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

Ladies and Gentlemen:

We have acted as counsel to the Oneida County Industrial Development Agency (the "Agency") in connection with the preparation of a certain First Amended and Restated Lease Agreement, dated as of June 1, 2015 (the "First Amended and Restated Lease Agreement") by and between Renmatix, Inc. (the "Company"), a Delaware corporation authorized to do business in New York having its office at 880 Allendale Road, King of Prussia, New York 19406, and Oneida County Industrial Development Agency (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, having its office at 584 Phoenix Drive, Rome, New York 13441; a certain First Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of June 1, 2015 (the "First Amended and Restated Environmental Compliance and Indemnification Agreement") by the Company for the benefit of the Agency; a certain First Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of June 1, 2015 (the "First Amended and Restated PILOT Agreement") by and between the Company and the Agency; and a certain Jobs Creation and Recapture Agreement dated as of June 1, 2015 (the "Jobs Creation Agreement") by the Company, all with respect to the Agency's 2015 Real Estate Lease (Renmatix, Inc. Facility).

We have examined original or certified copies of the proceedings of the Agency, certificates of the Agency's officers, and executed counterparts of the First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement and the Jobs Creation Agreement. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinion.

In addition, in rendering the opinion set forth below, we have relied upon the opinion of counsel to the Company, Ballard Spahr LLP, 919 Third Avenue-37th Floor, New York, New York 10022. A copy of the aforementioned opinion is contained in the Transcript of Proceedings.

It is our opinion that:

1. The Agency is an industrial development agency duly established under Title 1, Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as amended (collectively, the "Act"), and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, recreation and research facilities, and the Agency has the power to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish certain properties. In accordance with the Act, the Agency has determined to maintain its fee interest in the Facility and to lease the Facility to the Company under the First Amended and Restated Lease Agreement.

3. The Agency has power and lawful authority to execute and deliver the First Amended and Restated Lease Agreement, the First Amended and Restated PILOT Agreement and the First Amended and Restated Environmental Compliance and Indemnification Agreement; to maintain its fee interest in the real property; to lease the Facility to the Company pursuant to the First Amended and Restated Lease Agreement; and to perform and observe the provisions of the First Amended and Restated Lease Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement and the First Amended and Restated PILOT Agreement (collectively, the "Agency Documents") on its part to be performed and observed.

4. By the Inducement Resolution duly adopted on February 12, 2015, the Agency has duly authorized maintaining its fee interest in the Land and in certain other property including, but not limited to, the Improvements and the Equipment (as defined in the First Amended and Restated Lease Agreement).

5. By the Authorizing Resolution duly adopted on March 18, 2015, the Agency has duly authorized maintaining the fee interest in the real property and personal property described in the First Amended and Restated Lease Agreement, the renovation and equipping of the Facility, the lease of the Facility to the Company and the execution and delivery of the Agency Documents.

6. Neither the corporate existence of the Agency nor the entitlement of the present members or officers of the Agency to their respective offices is, in any manner, being contested.

7. The execution and performance of the Agency Documents and the transactions contemplated thereby will not violate any applicable provisions of existing law or regulation or its by-laws, or any decree, writ, order or injunction, and will not contravene the provisions or constitute a default under any agreement, indenture, bond resolution or other instrument to which the Agency is a party or by which the Agency is bound.

8. All action on the part of the Agency necessary for the execution and performance of the Agency Documents, and the other transactions on the part of the Agency contemplated by the Inducement Resolution and the Authorizing Resolution have been duly and effectively taken. Under existing law, no consent, authorization or approval of, or filing or registration with, any governmental or regulatory body is required for the execution or performance of the Agency Documents, or the transactions contemplated thereby, except the aforesaid action on the part of the Agency which has been duly and effectively taken.

9. As applied to the Agency, all requirements and conditions specified in the Act and all other applicable laws and regulations to the adoption of the Inducement Resolution and the Authorizing Resolution, and maintaining its fee interest in the Facility have been fulfilled.

10. There is no litigation pending or, to our knowledge, threatened in any court, either State or Federal, calling into question the creation, organization or existence of the Agency, the validity of the Agency Documents, or the authority of the Agency to maintain its fee interest in the real property or the personal property described in the First Amended and Restated Lease Agreement or to make or perform the Agency Documents.

11. The Agency Documents have been duly authorized, executed and delivered by the Agency and constitute legal, valid and binding obligations of the Agency enforceable in accordance with their respective terms.

12. The Agency has complied with the terms of the New York State Environmental Quality Review Act, and all applicable regulations thereunder in connection with the acquisition of the Facility.

13. To the best of our knowledge, the representations contained in Section 1.1 of the First Amended and Restated Lease Agreement are true as of the date hereof.

The foregoing opinions are qualified only to the extent that the enforceability of the Agency Documents may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights generally.

Very truly yours,

Bond, Schoeneck & King, PLLC

June 26, 2015

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

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

Ladies and Gentlemen:

We have acted as transaction counsel in connection with the 2015 Real Estate Lease (Renmatix, Inc. Facility) of the Oneida County Industrial Development Agency (Oneida County, New York) (the "Agency"). This real estate lease is made pursuant to (i) Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as amended (the "Act"), (ii) an Inducement Resolution duly adopted by the Agency on February 12, 2015 (the "Inducement Resolution"), and (iii) an Authorizing Resolution duly adopted by the Agency on March 18, 2015 (the "Authorizing Resolution"), for the purpose of entering into a transaction in which the Agency will assist in the acquisition and renovation of a 61,000± square foot manufacturing facility (the "Improvements") located on that certain 18.67± acre parcel of land situate at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels and the processing of biomass (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

The Facility is owned by the Agency and will be leased to the Company pursuant to a First Amended and Restated Lease Agreement dated as of June 1, 2015 (the "First Amended and Restated Lease Agreement") between the Agency and Renmatix, Inc. (the "Company"), a Delaware corporation authorized to do business in New York having its office at 880 Allendale Road, King of Prussia, New York 19406. The Company will make payments in lieu of real estate taxes for ten years with respect to the Facility pursuant to a First Amended and Restated Payment in Lieu of Tax Agreement, dated as of June 1, 2015 (the "First Amended and Restated PILOT Agreement"). The Company

will execute and deliver a Jobs Creation Agreement dated as of June 1, 2015 (the "Jobs Creation and Recapture Agreement") pursuant to which the Company agrees that the financial assistance granted by the Agency will be conditioned upon the Company meeting certain employment obligations. The Company will indemnify and hold the Agency harmless from all environmental matters pursuant to a First Amended and Restated Environmental Compliance and Indemnification Agreement dated as of June 1, 2015 (the "Environmental Compliance and Indemnification Agreement") by the Company for the benefit of the Agency.

As transaction counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates and documents (including all documents constituting the Transcript of Proceedings with respect to the real estate transfer) (the "Transaction Documents") as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity and due execution of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, without having conducted any independent investigation, we have relied upon, and assumed the accuracy and truthfulness of, the aforesaid instruments, certificates and documents.

In addition, in rendering the opinions set forth below, we have relied upon the opinions of counsel to the Company, Ballard Spahr LLP, 919 Third Avenue-37th Floor, New York, New York 10022 of even date herewith. A copy of the aforementioned opinion is contained in the Transcript of Proceedings.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.

2. The Agency is duly authorized to own a fee interest in, renovate and equip the Facility.

3. The Authorizing Resolution has been duly adopted by the Agency and is in full force and effect.

4. The First Amended and Restated Lease Agreement has been duly authorized, executed and delivered by the Agency and is a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with its terms.

The foregoing opinions are qualified to the extent that the enforceability of the First Amended and Restated Lease Agreement may be limited by bankruptcy, insolvency or other laws or enactments now or hereafter enacted by the State of New York or the United States affecting the enforcement of creditors' rights and by restrictions on the availability of equitable remedies and to the extent, if any, that enforceability of the indemnification provisions of the First Amended and Restated Lease Agreement may be limited under law.

In rendering the foregoing opinion, we are not passing upon and do not assume any responsibility for the accuracy, completeness, sufficiency or fairness of any documents, information or financial data supplied by the Agency, or the Company in connection with the First Amended and Restated PILOT Agreement or the Facility, and make no representation that we have independently verified the accuracy, completeness, sufficiency or fairness of any such documents, information or financial data.

We express no opinion as to the sufficiency of the description of the Land, the Improvements and the Equipment (as defined in Schedule A to the First Amended and Restated Lease Agreement) in the First Amended and Restated Lease Agreement, or any of the Agency Documents (as such terms are defined in Schedule A to the First Amended and Restated Lease Agreement) or as to the title to the Land, the Improvements or the Equipment. We express no opinion with respect to the availability of any specific remedy provided for in any of the Transaction Documents.

We express no opinion with respect to whether the Agency and the Company (i) have complied with the State Environmental Quality Review Act, (ii) have obtained any or all necessary governmental approvals, consents or permits or (iii) have complied with the New York Labor Law or other applicable laws, rules, regulations, orders and zoning and building codes, all in connection with acquisition, renovation, equipping and operation of the Facility and the lease of the Facility by the Agency to the Company.

Very truly yours,

Bond, Schoeneck & King, PLLC.

Ballard Spahr LLP

919 Third Avenue, 37th Floor
New York, NY 10022-3915
TEL 212.223.0200
FAX 212.223.1942
www.ballardspahr.com

June 26, 2015

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, NY 13441

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

Ladies and Gentlemen:

We have acted as counsel to Renmatix, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 660 Allendale Road, King of Prussia, Pennsylvania 19406 ("Company") in connection with the preparation of a certain First Amended and Restated Lease Agreement by and between the Company and the Oneida County Industrial Development Agency, a public benefit corporation organized and existing under the laws of the State of New York, having its office at 584 Phoenix Drive, Rome, New York 13441-4105 (the "Agency"), dated as of June 1, 2015 (the "First Amended and Restated Lease"); a certain First Amended and Restated PILOT Agreement by and between the Agency and the Company, dated as of June 1, 2015 (the "First Amended and Restated PILOT"); a certain First Amended and Restated Environmental Compliance and Indemnification Agreement, dated as of June 1, 2015 (the "First Amended and Restated Environmental"), by and between the Company and the Agency; and a certain Jobs Creation and Recapture Agreement, dated as of June 1, 2015 (the "Jobs Creation and Recapture Agreement") by the Company for the benefit of the Agency, all with respect to the amendment and restatement of the Renmatix, Inc. Facility.

We have examined original or certified copies of proceedings of the Company, certificates of officers of the Company and public officers and executed counterparts of the First Amended and Restated Lease, the First Amended and Restated PILOT, the First Amended and Restated Environmental and the Jobs Creation and Recapture Agreement (such executed counterparts, collectively, the "Company Documents"). We have also examined copies of such other documents and matters as we have considered necessary or appropriate under the circumstances to render the following opinions, subject to the assumptions and qualifications set forth herein. We have not examined the records of the Company or of any court, administrative tribunal, arbitration board or similar entity in connection with our opinion.

Assumptions.

All assumptions have been made by us without independent verification. As to factual matters, we have relied solely upon the representations contained in the certificates of officers of the Company referred to in the preceding paragraph and contained in the Company Documents and a certificate from the Company supporting certain opinions and factual statements material to our opinions (the "***Opinion Certificate***") which has been relied upon without independent verification. In our examination, we have also assumed to the extent material to the opinions set forth herein (i) the genuineness of all signatures and the legal capacity and competence of all individual signers of the documents, (ii) the authenticity of all documents, agreements and instruments submitted to us as originals, (iii) the conformity to original documents, agreements and instruments of all documents, agreements and instruments submitted to us as copies or specimens, (iv) the authenticity of the originals of such documents, agreements and instruments submitted to us as copies or specimens, (v) the completeness of all documents, agreements and instruments we reviewed and the accuracy of the matters set forth in such documents, agreements and instruments, (vi) each of the parties to the Company Documents (other than the Company) has all requisite power and authority under all applicable laws, regulations and governing documents to execute, deliver and perform its obligations under each of the Company Documents to which it is a party, (vii) that all parties to the Company Documents (other than the Company) have duly executed and delivered the Company Documents, (viii) the corporate or company existence of the parties to the Company Documents (other than the Company), and the legal right and power of such parties under all applicable laws and regulations to perform their obligations under the Company Documents, (ix) that the execution and delivery of the Company Documents, and the performance thereunder, by all parties thereto (except the Company) will not conflict with, violate, result in a breach of or constitute a default (with due notice or a lapse of time, or both) under any constitution, statute, rule, regulation, order or other law or legal requirement applicable to any such parties, and there is no legal restriction, no requirement of registration, consent, approval, license or authorization by any governmental authority, no pending judicial proceeding, and no order, writ, injunction or decree of any court or governmental agency, any of which would limit, prescribe or require consent for the undertaking by any such parties in connection with the Company Documents, (x) that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence, (xi) that the conduct of the parties to the Company Documents has complied with any requirement of good faith and fair dealing, (xii) that the Company Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder and there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, modify, waive, supplement or qualify the terms of the Company Documents, (xiii) that the Opinion Certificate is true, correct and complete as of the date hereof; (xiv) that value has been given to the Company for the Company Documents, (xv) that the Company is not engaged in any industry or business activity that is specially regulated by any federal, state, or local governmental entity or agency that requires its consent prior to Company entering into the Company Documents, nor is Company subject to any laws or regulations that are not applicable to all corporations in the State of New York, (xvi) that the Company Documents were duly executed, delivered, recorded and filed (as applicable)

and are the legal, valid and binding obligation of all parties thereto (other than the Company), (xvii) that each party's obligations set forth in the Company Documents are the legal, valid and binding obligations, of each of the parties to the Company Documents (other than the Company), enforceable in accordance with their respective terms, (xviii) that Agency will comply with all of its obligations under the Lease, and (xix) that any entity shown to be in good standing on a certificate we reviewed that was issued by a governmental entity remains in good standing as of the date hereof.

Whenever our opinion with respect to the existence or absence of facts is stated to be based on "our knowledge" or similar language used herein, the words "our knowledge" or such similar language signify that, in the course of our representation of the Company in connection with the instant transaction, no information has come to our attention that would give us actual knowledge or actual notice of the existence or absence of such facts. The words "our knowledge" and similar language used herein are limited to the knowledge of the lawyers within our firm who are involved in the preparation of this opinion letter or who are involved in the instant transaction. We have not undertaken any independent investigation to determine the existence or absence of any facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the Company.

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the First Amended and Restated Lease.

Based on and subject to the foregoing, it is our opinion that:

1. Based solely on the Certification received from the Delaware Secretary of State dated June 19, 2015 and the Certification received from the New York Department of State dated June 18, 2015, the Company is a corporation, validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in the State of New York.

2. The Company has the requisite corporate power and authority to execute and deliver the Company Documents; and the Company Documents have each been duly authorized, executed and delivered on behalf of the Company and are each valid and enforceable obligations of the Company in accordance with their respective terms.

3. We understand that the First Amended and Restated Lease, or a memorandum thereof, is intended to be duly recorded in the office of the Clerk of Oneida County, New York, which recording is the only recording required to give record notice of the lease of the real property described therein. No re-filing or re-recording is required to maintain record notice of the First Amended and Restated Lease.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. No authorization, consent or approval of any public regulatory body is required with respect to the execution and delivery by the Company of the Company Documents.

7. Neither the execution nor the delivery of any of the Company Documents, the consummation of the transactions on the part of the Company therein contemplated, nor compliance with the terms, conditions or provisions thereof, (i) contravenes the Company's Certificate of Incorporation or By-Laws, (ii) subject to our qualification in paragraph 4(iii), below, contravenes any provision of applicable law or regulations that apply generally to the ownership or operation of real property, (iii) based solely on the Opinion Certificate, contravenes any order, decree, writ or injunction, or (iv) based solely on the Opinion Certificate, will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any credit agreement, indenture, purchase agreement, guaranty or other instrument known to us to which the Company is a party or by which the Company may be bound.

9. Intentionally Omitted.

We confirm that based solely on the Opinion Certificate, we have no knowledge of any litigation pending or threatened in any court, either State or federal, which calls into question the creation, organization or existence of the Company, the validity of any of the Company Documents, the authority of the Company to make or perform any of the Company Documents or which can reasonably be expected to have a material adverse effect on the condition (financial or otherwise) of the Company, nor is the Company in default with respect to any order of any court, governmental authority, or arbitration board or tribunal.

Qualifications

The opinions set forth herein are also subject to the qualifications set forth below.

1. Certain Remedies Limited. We express no opinion as to the validity or enforceability of any provision of the Company Documents that (i) permits any party to impose interest or to collect a late charge in the event of any delinquency or default; (ii) purports to grant to any party a power-of-attorney or right of self-help; (iii) purports to entitle any party to take possession of collateral or leased property in any manner other than peaceably and by reason of the peaceable surrender of such possession by any party or by reason of appropriate judicial proceedings; (iv) purports to entitle any party to the appointment of a receiver as a matter of right; (v) permits any party to collect liquidated damages upon a default if such damages are determined to be unreasonable or a penalty or able to be actually determined;(vi) permits any party to collect any unenforceable penalty; (vii) grants to any party a power of sale, or purports to regulate such sales or other execution proceedings in a manner inconsistent with state law; (viii) purports to permit any party to confess judgment against another party; (ix) purports to cause title to any interest in real property to automatically vest in a party other than the legal owner; (x) grants to a party the right to enforce cumulative remedies to the extent such remedies purport to compensate, or would have the effect of compensating, the party entitled to the benefits thereof in an amount in excess of all sums due and owing under the Company Documents or the actual loss suffered by such party, or if enforcement of a subsequently selected right or remedy

would cause prejudice to the Company as a result of its reliance upon any prior election of remedies; (xi) permits the exercise of any right or remedy by reason of a breach that a court concludes is not material or does not adversely affect the security of the exercising party or may have been waived by the exercising party, or constitutes unconscionable or inequitable conduct by the exercising party; (xii) provides for any application of proceeds or collateral under the Company Documents that is inconsistent with the provisions of the laws of the State of New York; or (xiii) purports to require the payment of attorneys' fees to the extent such fees exceed reasonable attorneys' fees or exceed amounts permitted by any applicable law.

2. Certain Waivers Limited. We express no opinion as to the validity or enforceability of any provision of the Company Documents which: (i) purports to require that waivers must be in writing to the extent that an oral agreement or implied agreement by trade practice or course of conduct modifying provisions of the Company Documents has been made; (ii) purports to be a waiver of the right to a jury trial, service of process or to object to jurisdiction; or (iii) purports to be a waiver of the obligations of good faith, fair dealing, diligence, mitigation of damages, commercial reasonableness or that is otherwise limited by applicable law.

3. General Limitations. Our opinions are subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and similar laws affecting creditors' rights and remedies generally; general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law); and limitations on enforceability of rights to indemnification by securities laws or regulations or by public policy. We express no opinion as to the application or requirements of any securities, patent, trademark, copyright, antitrust and unfair competition, pension or employee benefit, labor, environmental, health and safety or tax laws in respect of the transactions contemplated by or referred to in the Company Documents.

4. Condition or Operation of the Property. We express no opinion as to: (i) the creation, perfection, attachment, validity or priority of any lien or security interest as purported to be created or established pursuant to the Company Documents, (ii) the laws, ordinances, zoning restrictions, rules or regulations of any city, county or other municipality or any other local governmental agency or (iii) any permits or licenses need for operation of any of Company's property, or any consent, approval, authorization, or other action by, or filing with, any city, county or other municipality or any other local government agency necessary or required for the ongoing operation of the Company's business.

5. Public Policy. We express no opinion as to the validity or enforceability of any provisions in any of the Company Documents that: (i) purports to create or permit a standard of conduct or governing decision-making other than a standard of commercial reasonableness, or modifying, waiving or defining any requirement of commercial reasonableness; (ii) under circumstances where a party's enforcement or manner of enforcement of such provisions would violate such party's implied covenant of good faith and fair dealing or would be commercially unreasonable, or to the extent such validity or enforceability may be impaired or affected by conduct

of such party that gives rise to claims by the Company based on allegations of bad faith; (iii) purports to limit the liability of a party for its own action or inaction, to the extent the action or inaction involves negligence, gross negligence, misconduct, recklessness or willful or unlawful conduct; or (vii) violates the rule against perpetuities.

6. Procedural Matters. We express no opinion as to the validity or enforceability of any provisions in any of the Company Documents that: (i) purport to be notice to anyone not a party to the Company Documents when incorporating such provisions in the Company Documents by reference or by otherwise referencing the same; (ii) provides for severability; or (iii) purports to specify the jurisdiction, venue or choice of law applicable for adversary proceedings.

The opinions expressed herein are subject to the effect of any judicial decision that may permit the introduction of parol evidence to modify the terms or the interpretation of agreements. We express no opinion on the law of any jurisdiction other than the State of New York, and, with respect to the opinions expressed in paragraph nos. 1, 2 and 7(i) herein, the corporation laws of the State of Delaware.

This opinion letter is rendered as of its date and based only on the laws in effect as of its date, and we express no opinion as to circumstances or events which may occur subsequent to such date. Further, we undertake no, and hereby disclaim any, obligation to advise you of any changes or any new developments that might affect any matters or opinions set forth herein. We express no opinion as to any matters not expressly set forth herein.

The opinions expressed herein may be relied upon only by Bond Schoeneck & King PLLC, as Transaction Counsel and Agency Counsel in connection with its opinions relating to the real estate transfer. It is not to be used, circulated, quoted or otherwise referenced by any other persons or for any other purpose.

Very truly yours,

BALLARD SPAHR LLP

Ballard Spahr, LLP

PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE made the 24th day of March, 2015 between **RENMATIX, INC.**, a Delaware corporation with its principal office at 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "**Borrower**"), **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the "**Agency**") (the Borrower and Agency collectively referred to herein as the "**Mortgagor**") and **MASCOMA-NY, LLC**, a New York limited liability company duly authorized to do business in the State of New York with its principal office at 610 Lincoln Street, Suite 100, Waltham, Massachusetts 02451, or its successors and assigns, (the "**Mortgagee**").

RECITALS

WHEREAS, the Agency is the fee owner of that certain 18.648 ± parcel of land located in the Griffiss Business & Technology Park, City of Rome, County of Oneida, State of New York, known as 679 Ellsworth Road, Rome, New York 13441, more particularly described on Schedule A attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, the Borrower has a leasehold interest in the Premises pursuant to an Amended and Restated Lease Agreement, dated as of March 16, 2008 (the "**Prime Lease Agreement**"), by and between the Agency and Mortgagee, as referenced by that certain Memorandum of Amended and Restated Lease Agreement made by Oneida County Industrial Development Agency (Lessor) to Mascoma-NY, LLC (Lessee) dated May 23, 2008 and recorded May 30, 2008 in the Oneida County Clerk's Office as Instrument No. R2008-000688, which Prime Lease Agreement was assigned by Mortgagee and assumed by Mortgagor, pursuant to an Assignment, Assumption and Release Agreement between the Agency, Mortgagor and Mortgagee, dated March 24, 2015; and

WHEREAS, the Borrower now is or may hereafter become indebted unto the Mortgagee as evidenced by that certain Purchase Money Note in the amount of Two Million Four Hundred Fifty Thousand Dollars ($2,450,000.00) dollars dated of even date herewith (the "**Note**" or the "**Loan**").

NOW WITNESSETH, that to secure the payment of an indebtedness in the sum of Two Million Four Hundred Fifty Thousand Dollars ($2,450,000.00) dollars, lawful money of the United States, to be paid according to a certain bond, note, or obligation bearing even date herewith, the Mortgagor hereby mortgages to the Mortgagee the Premises, together with the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Premises, including any future replacements and additions (the "Improvements").

SEE ATTACHED SCHEDULE A

TOGETHER with all right, title and interest of the Mortgagor now owned, or hereafter acquired (with the exception of "After-Acquired Equipment" as defined in paragraph (b) below) in and to the following property, rights and interests (the Premises and Improvements, together with such property, right and interests, being hereinafter collectively referred to as the "Mortgaged Property"):

(a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, title, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements, and all right, title and interest of Mortgagor, including any right to purchase, or to use and occupy, any land adjacent to the Premises and any land lying in the streets and roads in front of and adjoining the Premises;

(b) all machinery, apparatus, appliances, equipment, fittings, and other personal property of every kind and nature whatsoever owned by Mortgagor as of the date hereof, located upon the Mortgaged Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has an interest as of the date hereof, together with any replacements, expansions, or alterations to the foregoing items provided such items exist as of the date hereof, or proceeds thereof (hereinafter collectively referred to as the "Equipment"). Equipment acquired after the date hereof (herein called the "After-Acquired Equipment") shall not be included in the Mortgaged Property;

(c) all fixtures and property now or hereafter attached to or used in connection with the operation of the Premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, kitchen cabinets, incinerators, plants and shrubbery and all other fittings, and fixtures of every kind in or used in the operation of the buildings standing on the Premises, together with any and all replacements thereof and additions thereto in which Mortgagor has or shall have an interest, now or hereafter located in or upon the Premises and/or the Improvements and all additions, replacements, modifications and alterations of any of the foregoing (collectively, the "Fixtures"). All Fixtures are part and parcel of the real estate and appropriated to the use of the real estate and, whether or not affixed or annexed to the Improvements shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby;

(d) all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

(e) all leases and other agreements, written or oral, affecting the use or occupancy of the Premises and/or the Improvements now or hereafter entered into (including, without limitation, all subleases, licenses, concessions, tenancies, and other occupancy agreements covering or encumbering all or any portion of the Premises and/or the Improvements) together with any modifications, extensions or renewals of the same, (collectively, the "Leases") and the rents of the Premises and/or the Improvements, together with the right, but not the obligation, upon the occurrence of a default (as hereinafter defined), to collect, receive and receipt for the rents and apply the Rents to the payment of the Debt and to demand, sue for and recover the Rents (when due and payable).

(f) all proceeds of, and any unearned premiums on, any insurance policies covering all or any portion of the Premises, the Improvements and/or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to all or any portion of the Premises, the Improvements and/or the Equipment and any interest paid or payable with respect thereto (collectively, the "Insurance Proceeds");

(g) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Premises and/or the Improvements and to commence any action or proceeding to protect the interest of Mortgagee in the Premises and/or the Improvements; and

(h) any and all other, further or additional right, title, estates and interests which Mortgagor now has, or hereafter acquires in and to the Premises and/or the Improvements and/or the Fixtures, Mortgagor expressly agreeing that if Mortgagor shall at any time acquire any other right, title, estate or interest in and to the Premises and/or the Improvements and/or the Fixtures (other than the After-Acquired Equipment), the lien of this Mortgage shall automatically attach to and encumber such other right, title, estate or interest as a first lien thereon.

SECURITY AGREEMENT

To further secure the payment of the Loan, the Borrower hereby grants to Mortgagee a security interest in all of the Fixtures, Equipment (other than the After-Acquired Equipment), Eminent Domain Awards, Insurance Proceeds, Rents, Leases, general intangibles and other contract rights described in the granting clause of this Mortgage and all proceeds of the foregoing (collectively, the "Collateral") to the full extent of its interest therein, and this Mortgage shall constitute a security agreement under Article 9 of the New York Uniform Commercial Code with respect to all of the Collateral. The Borrower shall execute and deliver to Mortgagee, upon request, such UCC-1 financing statements, UCC-3 amendments, UCC-3 continuation statements and other instruments as Mortgagee may require in order to impose, confirm, renew or perfect the security interest created by this Mortgage upon any of the Collateral. The Borrower hereby appoints Mortgagee its agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest), with full power or substitution, to execute, deliver and file on its behalf any UCC-1 financing statements, UCC-3 amendments, UCC-3 continuation statements and other instruments which Mortgagee deems appropriate.

GRANTING CLAUSE

THIS GRANT is intended as a continuing security for the payment when due of any and all indebtedness or liability of any kind, whether direct or contingent, or whether now due or hereafter to become due, which the Mortgagee now holds or may hereafter hold against the Borrower, and all renewals or extensions thereof, or of any part thereof, to a principal amount not to exceed at any one time (exclusive of interest, taxes, assessments, water rates, insurance or other expenses paid or incurred by the Mortgagee to preserve the mortgage lien) Two Million Four Hundred Fifty Thousand Dollars ($2,450,000.00) dollars. Mortgagee, at its option, may extend the draw period or maturity of this Mortgage or the obligations secured thereby.

AND the mortgagor covenants with the Mortgagee as follows:

1. That the Borrower will pay the indebtedness as hereinbefore provided in the note or notes and agreements which this Mortgage secures.

2. That the Borrower will keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee with special form property insurance insuring against loss or damage by fire and such other hazards, casualties and contingencies (including but not limited to so called all-risk coverage) in an amount equal to the replacement cost of the Premises exclusive of foundations; that he will assign and deliver the policies to the mortgagee; and that the Borrower will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Borrower's default in so insuring the buildings or in so assigning and delivering the policies. All policies of insurance shall be issued by an insurer lawfully doing business in New York and reasonably acceptable to Mortgagee, shall endeavor to provide for thirty days prior notice of cancellation to Mortgagee and shall contain the standard New York mortgagee non-contribution clause endorsement or an equivalent endorsement reasonably satisfactory to Mortgagee naming Mortgagee as first mortgagee under the policy (including as its interest may appear as the person to which all payments made by such insurance company shall be paid).

3. That the whole of said principal sum and interest shall become immediately due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for ten days after notice; or after default in the payment of any tax, water rate sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided; or after default by Borrower under any other note with Mortgagee after applicable grace and cure periods, if any.

4. That the holder of this mortgage, in any action to foreclose it, shall be entitled as a matter of right, without consideration of the value of the Mortgaged Property as security for the indebtedness due the Mortgagee, or of the solvency of any person or persons liable for the payment of such indebtedness, and without prior notice to the Borrower except as may be required by law, to the appointment by any competent court or tribunal, of a receiver of the rents and profits of the

Premises, with power to lease the same or any part thereof, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the trust, as receiver, shall apply the residue of the rents to the payment and satisfaction of the amount unpaid on the indebtedness now or hereafter secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the Premises to the payment of any and all indebtedness due the Mortgagee.

5. That the Borrower will pay all taxes, assessments, sewer rents or water rates and insurance prior to the date on which penalties are attached thereto, or said insurance expires, and in default thereof, the Borrower authorizes Mortgagee, if such sums are not paid within ten (10) days after notice, to make any and all payments necessary to correct a default of the Borrower. The Borrower shall make repayment of all amounts paid by Mortgagee under this paragraph within ten (10) days after the Borrower's receipt of Mortgagee's written demand for payment, together with interest at the highest interest rate provided for in the note or notes which this Mortgage secures, but in no event in excess of the maximum interest rate allowed by law, from the date such amounts are paid by Mortgagee until the date of full repayment of such amount by the Borrower. All amounts paid by Mortgagee pursuant to this paragraph which remain unpaid shall be added to the debt of the Borrower and secured by this Mortgage.

6. That the Borrower within five days upon request in person or within ten days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

7. That notice and demand or request may be in writing and may be served in person or by overnight mail or certified mail, return receipt requested.

8. That the Borrower warrants the title to the premises.

9. That the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement.

10. That it is further expressly agreed that the Mortgagee may resort for the payment of the indebtedness to its several securities therefore, in such order and manner as it may see fit, and may maintain an action to foreclose this Mortgage notwithstanding the pendency of any action to recover any part of the indebtedness secured hereby, or the recovery of any judgment in such action, nor shall the Mortgagee be required, during the pendency of any action to foreclose this Mortgage, to obtain leave of any court in order to commence or maintain any other action to recover any part of the indebtedness secured hereby. In case of a foreclosure sale, the Premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

11. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the mortgagee is made a party based on the actions or omissions of Borrower, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of five per cent per annum, and any such sum and the interest thereon shall be a lien on said

premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the holder is entitled to recover reasonable attorney's fees for foreclosure, in addition to statutory costs or disbursements and any additional or supplemental allowance made pursuant to New York Civil Practice Law and Rules Section 8303 or other authority. In addition, the Mortgagee shall be entitled to recover, as a part of its foreclosure judgment, the cost of a third party appraisal ordered in connection with the commencement of the foreclosure action, and any amount expended by Mortgagee for the preservation of the Mortgaged Property. These fees shall be a lien on the Mortgaged Property with priority over the Mortgage.

12. That the Mortgagor hereby assigns to the Mortgagee the rents of the premises as further security for the payment of said indebtedness, and the Borrower grants to the Mortgagee the right to enter upon the premises for the purpose of collecting the same and to let the Premises or any part thereof, and to apply the rents, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The Mortgagee hereby waives the right to enter upon said premises for the purpose of collecting said rents, and the Borrower shall be entitled to collect and receive said rents until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against the Premises, but such right of the Borrower may be revoked by the mortgagee upon any default, on five days' written notice. The Borrower will not, without the written consent of the mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Borrower, and upon default in any such payment will vacate and surrender the possession of the Premises to the mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

13. That the whole of said principal sum and the interest shall become immediately due at the option of the Mortgagee: (a) after failure to exhibit to the Mortgagee, within thirty days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or (b) after the assignment of the rents of the Premises or any part thereof without the written consent of the Mortgagee; or (c) if the buildings on the Premises are not maintained in reasonably good repair; or (d) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (e) if on application of the Mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (f) after thirty days' notice to the mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (g) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

14. That this Mortgage is subject to the trust fund provisions of Section 13 of the New York Lien Law, and the Borrower will, in compliance with Section 13 of the New York Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

15. Except as provided in Article XI of the Prime Lease Agreement providing the Borrower the option to terminate the Prime Lease Agreement and acquire fee title to the Premises from the Agency, that the whole of the indebtedness now or hereafter secured hereby shall become immediately due and payable at the option of the Mortgagee: (i) upon any transfer or conveyance of the Mortgaged Property or any part thereof, or upon any other changes of ownership or possession, including a land contract, or sale of the Mortgaged Property, whether occurring by voluntary act or involuntarily or by operation of law or otherwise, without the prior written consent of Mortgagee, or upon the actual or threatened demolition or removal of any building upon the Premises, or if such buildings are not kept in good and rentable condition and repair, and no buildings thereon shall be removed or demolished without the consent of the Mortgagee; or (ii) there is any change in ownership in the Borrower without the prior written consent of Mortgagee that causes the Borrower to be unable to meet its obligations under the Note or this Mortgage.

16. That upon the making of an assignment for the benefit of creditors, by or upon the filing of a petition in bankruptcy by or against the Borrower or any person or corporation whose indebtedness is secured hereby, or upon the application for the appointment of a receiver of the property of the Borrower, or any such person, or corporation, or of any person or corporation which may become and be owner of the Mortgaged Property, or upon any act of insolvency or bankruptcy of the Borrower, or any such person or corporation, or of any such owner, or upon the legal incapacity of the Borrower, or any such person or corporation, or owner, or any of them, in each case which is not dismissed within one hundred eighty (180) days, the whole of the indebtedness of every kind and nature held by the Mortgagee and now or hereafter secured hereby shall become due and payable forthwith, without notice or demand of payment. The Borrower hereby waives presentment, demand of payment, protest, notice of non-payment, and/or of protest of any instrument on which he is or may become liable, now or hereafter secured hereby, and the Borrower expressly agrees that the Mortgagee may release or extend the time of any party liable on any such obligation without notice and without affecting his obligation thereon or under this instrument.

17. No waiver by the Mortgagee of the breach of any of the foregoing covenants, or failure of the Mortgagee to exercise any option given to it, shall be deemed to be a waiver of any other breach of the same or any other covenant, or of its rights thereafter to exercise any such option.

18. The Borrower will not, without the Mortgagee's prior written consent, mortgage (including the so-called "wrap-around mortgage"), pledge, assign, grant a security interest in the Mortgaged Property, except for (a) taxes and assessments not yet delinquent, and (b) any mortgage, pledge, security interest, assignment or other encumbrance to the Mortgagee and (c) any mortgage to the OCIDA. The recording of any such lien or encumbrance shall, at Mortgagee's option, constitute an Event of Default and the entire indebtedness secured hereby shall immediately become due and payable.

19. On the date of execution of this Mortgage, except as provided in the Note, Borrower agrees that it has no actions, claims, or defenses against Mortgagee or this Mortgage. Borrower agrees that any offsets, counterclaims, or defenses to the Loan shall not be raised in any proceeding to foreclose this Mortgage, but may only be raised in an independent proceeding. Any assignee of this Mortgage and the instruments evidencing the Loan shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which Mortgagor may have against any assignor of this Mortgage except as provided in the note evidencing the Loan.

20. AGENCY PROVISIONS

(a) **NO COVENANTS BY AGENCY**: Agency makes no covenants other than to mortgage all of its interest in the Mortgaged Property, excepting its unassigned rights.

(b) **NO RECOURSE AGAINST AGENCY**: Mortgagee agrees that Mortgagee will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the Indebtedness or any covenant, stipulation, promise, agreement or obligation contained in this Mortgage. In enforcing its rights and remedies under this Mortgage, Mortgagee will look solely to the Mortgaged Property for the payment of the Indebtedness and for the performance of the provisions hereof. Mortgagee will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the Indebtedness.

(c) **HOLD HARMLESS**: Borrower and Mortgagee agree that the Agency, its directors, members, officers, agents (except the Borrower) and employees shall not be liable for and Borrower agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Mortgaged Property or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Mortgaged Property or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Mortgaged Property, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(d) **SPECIAL OBLIGATION**. The obligations of the Agency under the Mortgage and Loan 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 Mortgaged Property, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Borrower) or employees of the Agency, nor any person executing the Mortgage and Loan Documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Mortgaged Property. The obligations of the Agency under the Loan 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.

(e) **SUBORDINATION TO PILOT AGREEMENT**: This Mortgage shall be subject and subordinate to any PILOT Agreement between the Borrower and the Agency with respect only to the payments in lieu of taxes assessed or imposed upon the Premises, and by accepting this Mortgage, Mortgagee acknowledges and agrees that such PILOT payments shall have the same force, priority and effect as a real property tax lien under New York State law against the Premises; and provided further that in all other respects this Mortgage shall have priority over any such PILOT Agreement.

21. Borrower shall observe and perform each and every term to be observed or performed by Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property as and to the extent applicable after the date hereof and not caused by a pre-existing condition.

22. The terms of this Mortgage shall be construed in accordance with the laws of the State of New York. Mortgagor consents to the exercise of personal jurisdiction over Mortgagor by any federal or state court situated in the State of New York and consents to the laying of venue in any jurisdiction over Mortgagor by any federal or state court situated in the State of New York.

23. Borrower will, at the cost of Borrower, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and, on demand, will execute and deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

24. Borrower hereby waives, for itself and, to the fullest extent not prohibited by applicable law, for any subsequent lienor, any right to apply for an order, decree, judgment, or ruling requiring or providing for a marshaling of assets which would require Mortgagee to proceed against certain of the Mortgaged Property before proceeding against any of the other Mortgaged Property. Mortgagee shall have the right to proceed, in its sole discretion, against the Mortgaged Property in such order and in such portions as Mortgagee may determine, without regards to the adequacy of value or other liens on any such Mortgaged Property. No such action may be considered as a waiver of any of the rights, benefits, liens, or security interests created hereby.

25. Borrower shall comply, and shall cause all tenants, subtenants and occupants of the Mortgaged Property to comply, with all laws and ordinances relating to the use or occupancy of the Mortgaged Property and with all requirements, orders and notices of violation thereof issued by any government or department or agency thereof having apparent jurisdiction, unless Borrower is then contesting (after giving prior written notice thereof to Mortgagee), by appropriate legal proceedings conducted in good faith and with due diligence, the validity, application or accuracy, in whole or in part, of any such law, ordinance, requirement, order or notice.

26. Environmental Covenants. Borrower hereby covenants and agrees with the Mortgagee as follows:

(a) The Borrower shall renovate, equip, use, operate and manage the Mortgaged Property, in accordance with all applicable Environmental Laws and Environmental Permits, and shall cause all operators, tenants, subtenants, licensees and occupants of the Mortgaged Property to construct, equip, use, operate and manage the Mortgaged Property in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, allow or permit the Mortgaged Property 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.

(b) The Borrower shall comply with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Clean Air Act, the Federal Water Pollution Control Act and any and all environmental laws, policies, rules or regulations, applicable under the Federal law and the law of the State of New York, all as the same may from time to time be in force and amended.

(c) The Borrower shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Mortgaged Property to obtain and comply with, all Environmental Permits.

(d) The Borrower shall not cause or permit any change to be made in the present or intended construction, equipping, use or operation of the Mortgaged Property 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 Mortgaged Property as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance.

(e) The Borrower shall promptly provide the Mortgagee with a copy of all notifications which either Borrower gives or receives with respect to environmental conditions at or in the vicinity of the Mortgaged Property or any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Mortgaged Property or any property adjacent to or within the immediate vicinity of the Mortgaged Property. If either Borrower receives or becomes aware of any such notification which is not in writing or otherwise capable of being copied, the Borrower shall promptly advise the Mortgagee of such verbal, telephonic or electronic notification and confirm such notice in writing.

(f) The Borrower 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 may become present at the Mortgaged Property as a direct result of Borrower's operations at the Mortgaged Property and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits. Nothing contained herein shall be deemed or otherwise construed to impose any liability or obligation upon any Borrower for any Pre-Existing Environmental Condition.

(g) The Borrower shall allow the Mortgagee and its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Mortgaged Property during regular business hours for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Mortgaged Property, including, but not limited to, subsurface conditions.

(h) The Borrower hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless, the Mortgagee, 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, expenses and disbursements, and 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 Mortgagee relating to, resulting from or arising out of (i) the renovation, equipping, operation or use of the Mortgaged Property by Borrower in violation of any applicable Environmental Law whether for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products, (ii) 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 Mortgaged Property caused by Borrower and unrelated to any Pre-Existing Environmental Condition, (iii) the failure to promptly undertake

and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Mortgaged Property caused by Borrower, unrelated to any Pre-Existing Environmental Condition, and required by any Environmental Law, (iv) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same are caused by Borrower, unrelated to any Pre-Existing Environmental Condition and arise from the condition of the Mortgaged Property or the construction, renovation, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (v) a violation of any applicable Environmental Law which is unrelated to a Pre-Existing Environmental Condition, (vi) non-compliance with any Environmental Permit which is unrelated to a Pre-Existing Environmental Condition or (vii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Borrower in this Mortgage (collectively, the "Indemnified Matters").

As used above, the following terms shall have the following meanings:

(A) "Disposal" has the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.).

(B) "Environment" means any water or water vapor, and land, including land surface or subsurface, air, fish, wildlife, flora, fauna, biota and all other natural resources.

(C) "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection, preservation or remediation of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, written and published policies, guidelines, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

(D) "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, construction, equipping, use and/or operation of the Mortgaged Property, for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Mortgaged Property.

(E) "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder

(F) "Pre-Existing Environmental Condition" means any condition with respect to the Environment of the Mortgaged Property existing on or prior to the date of this Mortgage, i.e., March 24, 2015, including but not limited to any Release, and any condition known or unknown, discovered or undiscovered, which (i) legally required or requires remediation or mitigation, and/or (ii) violated or violates any Environmental Law.

(G) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder.

This Mortgage may not be changed or terminated orally: The covenants contained in this Mortgage shall run with the land and bind the Mortgagor, the heirs, personal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrances, tenants and subtenants of the premises, and shall enure to the benefit of the Mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this mortgage so requires. This Mortgage may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor:

In presence of:

RENMATIX, INC.

By: M.G. Hamilton

Name: Michael G. Hamilton

Title: Chief Executive Officer

STATE OF ~~NEW YORK~~ Pennsylvania)

) ss:

COUNTY OF Montgomery)

On the 20 day of March, 2015, before me, the undersigned a notary public in and for said state, personally appeared Michael G. Hamilton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Bettie Susan McCann

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

THE AGENCY:

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Name:

Title:

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the ____ day of _____, 20__, before me, the undersigned a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagors:
In presence of:

RENMATIX, INC.

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me, the undersigned a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

THE AGENCY:

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: David C. Grow
Name: David C. Grow
Title: Chairman

STATE OF NEW YORK)
) ss:
COUNTY OF Oneida)

On the 18th day of March, 2015, before me, the undersigned a notary public in and for said state, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

Schedule A To Mortgage

LEGAL DESCRIPTION OF PREMISES

SCHEDULE A DESCRIPTION

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

Beginning at a capped iron pipe found stamped "WATERS PLS050027" located at the intersection of the proposed southerly street boundary of Ellsworth Road with the proposed westerly street boundary of Perimeter Road; said point being South 73° 19' 09" East, 541.34 feet from a capped iron rod found stamped "AFRL-39"; thence along said proposed westerly street boundary of Perimeter Road the following six (6) courses and distances:

1. southerly along a curve to the right having a radius of 251.41 feet, a chord distance of 64.76 feet, a chord direction of South 07° 46' 10" West, to a point of tangency;
2. South 15° 10' 10" West 186.78 feet to a point of curvature;
3. southerly along a curve to the left having a radius of 148.59 feet, a chord distance of 50.90 feet, a chord direction of South 05° 18' 32" West, to a point of curvature;
4. southerly continuing along a curve to the left having a radius of 557.05 feet, a chord distance of 91.42 feet, a chord direction of South 09° 15' 44" East, to a point of curvature;
5. southerly continuing along a curve to the left having a radius of 658.61 feet, a chord distance of 153.18 feet, a chord direction of South 17° 34' 11" East to a point of curvature;
6. southerly continuing along a curve to the left having a radius of 589.97 feet, a chord distance of 53.00 feet, a chord direction of South 20° 30' 23" East to a point on said proposed westerly street boundary of Perimeter Road; thence through the lands of Oneida County Industrial Development Agency (reputed owner) the following three courses and distances:

1. South 88° 52' 11" West, 495.59 feet to a point;
2. South 21° 45' 38" West, 514.13 feet to a point;
3. North 43° 53' 21" West, 713.21 feet to its intersection with the division line between the herein described parcel on the east and the lands of The United States of America (reputed owner) on the west; thence North 00° 57' 07" West along said division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road; thence North 89° 02' 53" East along said proposed southerly street boundary of Ellsworth Road 1,173.51 feet to the place of beginning, being 812,293.4+/- square feet or 18.648 acres, more or less.

The above-described premises are shown on a map (consisting of 3 sheets) entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency (Shell Building Parcel)", City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated July 28, 2007, revised August 1, 2007 (the "Property Survey Map"), which Property Survey Map is filed in the Oneida County Clerk's Office as Instrument No. M2008-000025.

Together with all terms, covenants, conditions reservations, obligations, exceptions, restrictions, easements and rights-of way contained or referred to in (i) Quitclaim Deed made by Oneida County Industrial Development Agency to Griffiss Local Development Corporation dated December 1, 2007 and recorded February 7, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-002005 and (ia) Deed made by Griffiss Local Development Corporation to Oneida County Industrial Development Agency dated December 1, 2007 and recorded February 7, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-002006.

SCHEDULE A DESCRIPTION
(CONTINUED)

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

SECTION 255 AFFIDAVIT
(Mortgage)

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

DAVID C. GROW, being duly sworn, deposes and says that:

1. I am over the age of eighteen (18) years and am the Chairman of the Oneida County Industrial Development Agency (the "Agency"). The Agency is a public benefit corporation duly organized and existing under the laws of the State of New York.

2. The Agency is offering for recording that certain Purchase Money Mortgage and Security Agreement (the "Mortgage") given by it and Renmatix, Inc. (the "Company") to Mascoma-NY, LLC (the "Lender") in the principal sum of $2,450,000 dated on or about March 23, 2015. The Mortgage covers premises (the "Premises") situate at 679 Ellsworth Road, City of Rome, New York, in which the Agency owns a fee interest. The Premises are more particularly described in the Mortgage.

3. In the opinion of your deponent, the Agency is exempt from all mortgage recording tax pursuant to Sections 874 and 858 of the General Municipal Law.

WHEREFORE, your deponent respectfully requests that the Mortgage be recorded without the imposition of any mortgage recording tax.

David C. Grow

Subscribed and sworn to before
me this 18th day of March 2015

Notary Public

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

TERMINATION OF EQUIPMENT LEASE AGREEMENT

This sets forth a Termination of Equipment Lease Agreement by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York, having an office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **RENMATIX, INC,** a Delaware corporation having an address of 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Company").

Mascoma-NY, LLC ("Mascoma") leased certain equipment to the Agency pursuant to the terms and conditions set forth in a certain Lease Agreement dated as of December 1, 2007 (the "**Equipment Lease Agreement**"), by and between the Agency and Mascoma, which Equipment Lease Agreement was subsequently assigned by Mascoma to the Company pursuant to that certain Assignment, Assumption and Release Agreement by and among Mascoma, the Company and the Agency dated as of March 24, 2015.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Company hereby terminate the Equipment Lease Agreement and agree that the same shall be terminated of record.

[signature pages follow]

IN WITNESS WHEREOF, this Termination of Equipment Lease Agreement has been executed and delivered as of June 26, 2015 as follows.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Name: David C. Grow
Title: Chairman

State of New York
ss:
County of Oneida

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

_____
Notary Public

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

RENMATIX, INC.

By:_____
Name: Jennifer L. Miller
Title: Chief Legal Officer

Commonwealth of Pennsylvania
ss:
County of Montgomery

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

_____
Notary Public

IN WITNESS WHEREOF, this Termination of Equipment Lease Agreement has been executed and delivered as of June 26, 2015 as follows.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:_____
Name: David C. Grow
Title: Chairman

State of New York
ss:
County of Oneida

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

_____
Notary Public

RENMATIX, INC.

By:_____
Name: Jennifer L. Miller
Title: Chief Legal Officer

Commonwealth of Pennsylvania
ss:
County of Montgomery

On the 25th day of June in the year 2015, before me, the undersigned personally appeared **Jennifer L. Miller**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018

TERMINATION OF EQUIPMENT LEASEBACK AGREEMENT

This sets forth a Termination of Equipment Leaseback Agreement by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York, having an office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **RENMATIX, INC,** a Delaware corporation having an address of 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Company").

The Agency leased certain equipment to Mascoma-NY, LLC ("Mascoma") pursuant to the terms and conditions set forth in a certain Leaseback Agreement dated as of December 1, 2007 (the "**Equipment Leaseback Agreement**"), by and between the Agency and Mascoma, which Equipment Leaseback Agreement was subsequently assigned by Mascoma to the Company pursuant to that certain Assignment, Assumption and Release Agreement by and among Mascoma, the Company and the Agency dated as of March 24, 2015.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Company hereby terminate the Equipment Leaseback Agreement and agree that the same shall be terminated of record.

[signature pages follow]

IN WITNESS WHEREOF, this Termination of Equipment Leaseback Agreement has been executed and delivered as of June 24, 2015 as follows.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:_____
Name: David C. Grow
Title: Chairman

State of New York
ss:
County of Oneida

On the 24 day of June in the year 2015, before me, the undersigned personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

RENMATIX, INC.

By:_____
Name: Jennifer L. Miller
Title: Chief Legal Officer

Commonwealth of Pennsylvania
ss:
County of Montgomery

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

_____
Notary Public

IN WITNESS WHEREOF, this Termination of Equipment Leaseback Agreement has been executed and delivered as of June 24, 2015 as follows.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:_____
Name: David C. Grow
Title: Chairman

State of New York
ss:
County of Oneida

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

_____
Notary Public

RENMATIX, INC.

By:_____
Name: Jennifer L. Miller
Title: Chief Legal Officer

Commonwealth of Pennsylvania
ss:
County of Montgomery

On the 25th day of June in the year 2015, before me, the undersigned personally appeared **Jennifer L. Miller**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETTIE SUSAN MCCANN
Notary Public
UPPER MERION TWP., MONTGOMERY CNTY
My Commission Expires Feb 20, 2018