ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

GRIFFISS LOCAL DEVELOPMENT CORPORATION

FIRST AMENDED AND RESTATED LEASEBACK AGREEMENT

Dated as of June 29, 2025

2025 Extension of 2014 Real Estate Lease

(GRIFFISS LOCAL DEVELOPMENT CORPORATION/BUILDING 240 FACILITY)

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THIS FIRST AMENDED AND RESTATED LEASEBACK AGREEMENT, dated as of June 29, 2025 is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York with its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Company").

R E C I T A L S

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

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

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

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

Pursuant to a Lease Agreement dated as of July 1, 2014 (the "2014 Lease Agreement"), the Company leases to the Agency a facility consisting of (1) a ±7.897 parcel of land acquired by the Company situated at the northwest corner of the Hill Road/Floyd Avenue intersection in the Griffiss Business and Technology Park in the City of Rome, County of Oneida, New York (the "2014 Land"); (2) the buildings and/or improvements acquired by the Company then situated on the 2014 Land, including a ±117,323 square foot main building known as Building 240, a ±13,199 square foot support building known as Building 247 and a ±4,000 square foot support building known as Building 248 (collectively, the "Existing 2014 Improvements"); (3) the remediation, demolition and renovation of the Existing 2014 Improvements; (4) the construction of additions to the Existing 2014 Improvements and/or new buildings on the 2014 Land (the "New 2014 Improvements") (the Existing 2014 Improvements and the New 2014 Improvements, being, collectively, the "2014 Improvements"); and (5) the acquisition and installation of equipment in the 2014 Improvements; all to be used for the continued coordination of redevelopment efforts for the realigned Griffiss Air Force Base, including the following, as they relate to the acquisition, remediation, demolition, construction, renovation, equipping, erection and completion of such buildings, whether or not any materials or supplies described below are incorporated into or become an integral part of such buildings: (a) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquisition, remediation, demolition, construction, renovation and equipping (collectively, the "2014 Equipment") and (b) purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquisition, remediation, demolition, construction, renovation and equipping (the items described in clauses (1) through (5) above being, collectively, the "2014 Facility"); and

Pursuant to a Leaseback Agreement dated as of July 1, 2014 (the "2014 Leaseback Agreement") the Agency, as a lessor, leases the 2014 Facility back to the Company, as lessee; and

Pursuant to (a) a First Amendment to Lease Agreement dated as of August 31, 2016 (the "First Lease Amendment" and together with the 2014 Lease Agreement, the "Existing Lease Agreement") and (b) a First Amendment to Leaseback Agreement dated as of August 31, 2016 (the "First Leaseback Amendment" and together with the 2014 Leaseback Agreement, the "Existing Leaseback Agreement") between the Agency and the Company, the 2014 Facility was amended to add and include (a) a certain 0.606+/- acre parcel of land, (b) a certain 16.450+/- acre parcel of land, and (c) a certain 0.499+/- acre parcel of land (said 0.606+/- acre, 16.450+/- acre and 0.499+/- acre parcels of land being, collectively, the "Release Parcels") thereby increasing the size of the 2014 Facility from 7.897+/- acres to 25.452+/- acres (collectively, the "2016 Facility") and making it clear that the Existing Agency Documents (as such term is hereinafter defined) were thereby also amended so as to encompass the 2016 Facility; and

In 2017 the Company sold a 2,200± acre portion of the 2016 Facility to Stewart's Shops Corp, which then built, opened and is currently operating a Stewart's convenience store thereon; and

Between 2019 and 2021, the Company sold several parcels comprising the 2016 Facility, totaling 12.627± acres in the aggregate, to B240 LLC, which then built, opened and is currently operating four (4) multi-story, mixed-use buildings known as the Air City Lofts project, which properties are generating PILOT Payments; and

As a result of the above transfers, the Company's remaining interest in the 2016 Facility now consists of (a) a 2.641± acre parcel situate on Floyd Avenue known as New Lot 3A, (b) a 3.726± acre parcel situate on NYS Route 825 known as New Lot 4A and (c) a 4.168± acre strip of land known as Air City Boulevard and Hangar Road West (collectively, the "Land"); and

The Land is the subject of a Payment-In-Lieu-of-Tax Agreement between the Company and the Agency dated as of July 1, 2014 (the "Existing PILOT Agreement") that provides a full exemption from real property taxes during the time it is being remarketed and developed by the Company; and

The terms of the Existing Lease Agreement, the Existing Leaseback Agreement and the Existing PILOT Agreement (collectively, the "Existing Agency Documents") are scheduled to expire on June 30, 2025; and

On or about April 25, 2025 the Company submitted a letter to the Agency outlining its success in remarketing and developing the 2014 Facility and the 2016 Facility and requesting an extension the Existing Agency Documents to allow the Company to continue to market and develop the Land, to remediate, demolish and renovate the Existing Improvements; to construct additions to the Existing Improvements and/or new buildings on the Land (collectively, the "Improvements") and to acquire and install equipment in the Improvements (the "Equipment"), all to be used for the continued coordination of redevelopment efforts at the Griffiss Business and Technology Park (the Land, the Improvements and the Equipment, collectivelly, the "Facility"); and

In order to induce the Company to continue to market and develop the Facility, by resolution duly adopted on June 20, 2025 (the "Authorizing Resolution") the Agency agreed to maintain its leasehold 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

The Agency has determined that continuing to provide the Facility will accomplish, in part, its public purposes; and

The Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, remediate, demolish, construct, renovate and equip the Facility in accordance with the Plans and Specifications; 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 hereinafter set forth in this First Amended and Restated Leaseback 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 First Amended and Restated Leaseback Agreement and not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Schedule A.

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

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

(b) The Agency will maintain its leasehold interest in the Facility, cause the Improvements to be remediated, demolished, renovated and constructed and the Equipment to be acquired and installed and will lease the Facility back to the Company pursuant to this First Amended and Restated Leaseback Agreement, all for the Public Purposes of the State.

(c) By resolutions adopted on April 11, 2014 and on November 13, 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 2014 Facility and the 2016 Facility, respectively, the 2014 Facility and the 2016 Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act. By resolution adopted on May 2, 2025, the Agency determined that, based upon the review by the Agency of the materials submitted and the representations made by the Company relating to the Facility, the environmental conditions at the Facility are not impacted by the current action, and therefore the environmental reviews conducted by the Agency relating to the 2014 Facility and the 2016 Facility were sufficient and were ratified.

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

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

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

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

Section 2.2 Representations and Covenants of 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 not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform each of 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) The Facility and the design, acquisition, remediation, demolition, construction, 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 complete the acquisition, remediation, demolition, construction, 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.

(g) In its Application for Financial Assistance dated April 7, 2014 and in its April 25, 2025 letter to the Agency, the Company represented that it will redevelop and market the Facility in connection with its continuing efforts to develop the Griffiss Business and Technology Park.

ARTICLE III

AGREEMENT TO CONVEY TO AGENCY

Section 3.1 Agreement to Convey to Agency. The Company has conveyed to the Agency a leasehold interest in real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto and the Company has or will convey all of the interest in the Equipment described in Exhibit B. The Company agrees that the Agency's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this First Amended and Restated 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 Facility and will pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a lien affecting the Facility.

ARTICLE IV

ACQUISITION, REMEDIATION, DEMOLITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF FACILITY

Section 4.1 Acquisition, Remediation, Demolition, Construction, Renovation and Equipping of Facility.

(a) The Company agrees that, on behalf of the Agency, it will acquire, remediate, demolish, construct, 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 acquiring, remediating, demolishing, constructing and renovating the Improvements and acquiring and installing the Equipment with the same powers and with the same validity as the Agency could do if acting on its own behalf, (iii) to pay all fees, costs and expenses incurred in the acquisition, remediation, demolition, construction and renovation of the Improvements and the acquisition and installation of the Equipment, and (iv) to ask, demand, sue for, levy, recover and receive all such sums or money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the remediation, demolition, construction and renovation of the Improvements and the acquisition and installation of the Equipment, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

(d) The Agency shall enter into, and accept the assignment of, such contracts as 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 remediation, demolition, construction, renovation and equipping 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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback 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 June 30, 2035 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: One Dollar ($1.00) per year commencing on the Closing Date and on the First Business Day of each and every January thereafter during the term of this 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 First Amended and Restated 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 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 First Amended and Restated Leaseback Agreement or (iii) terminate this First Amended and Restated Leaseback 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 First

Amended and Restated 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 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 or any permitted sublessee of the Company from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may 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 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 Leaseback 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. If the Company intends to file a petition to change the assessment of the Facility it must first provide at least forty-five (45) days advance written notice to the Agency in accordance with Section 561-a of the New York State Real Property Tax Law. The Company shall notify the Agency of the outcome of any such proceedings and the Agency reserves the right, in its sole discretion, to determine whether it is appropriate to amend the PILOT Agreement to preserve the original intention of the provision of financial assistance.

(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, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, 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 & Employers Liability Insurance** and **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. Statutory New York limits shall apply to these policies. 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) **General Liability** 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 $1,000,000per occurrence and $2,000,000 annual aggregate. **Comprehensive Automobile Liability Insurance** 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, and **Umbrella Liability Insurance** of not less than $5,000,000 per occurrence. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least two years 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 & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations

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 $1,000,000 per occurrence and $2,000,000 annual aggregate. The annual aggregate shall apply per project. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) 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).

(iv) Umbrella Liability with limits of $5,000,000 per occurrence and $5,000,000 annual aggregate.

(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 insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 6.4(d) shall name the Agency and the Company as additional insureds on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 6.4 shall contain appropriate waivers of subrogation in favor of the Agency and the Company.

(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. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. 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 First Amended and Restated Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this First Amended and Restated Leaseback Agreement as the Agency may from time to time reasonably require. If the Company fails to procure insurance for the Agency as required hereunder, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the Agency, and their respective insurers, which would have otherwise been paid by the Company's required insurance.

(c) The above listed insurance requirements are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Company's liability under this agreement. If the Company maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Company. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the Agency. If there is a conflict between the provisions of Section 6.4 and any other Transaction Document, the broader requirements shall prevail. The Agency's acceptance of the insurance required by this First Amended and Restated Leaseback Agreement does not in any way relieve the Company of its indemnification obligations in this First Amended and Restated Leaseback Agreement or any of the Transaction Documents.

The Agency shall be named as additional insured as follows:

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

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 First Amended and Restated 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 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 Leaseback 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 Bank of America 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 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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback 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.

(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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated or Substitute Facilities acquired); and

(iii) upon the occurrence of such Condemnation, the 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 First Amended and Restated Leaseback 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, remediating, demolishing, constructing, renovating, 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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this First Amended and Restated 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 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.

(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 and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, construction and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof. The Company shall furnish evidence of such compliance as the Agency may reasonably require with respect thereto. The Company shall provide to the Agency prior to closing of any loan all approvals required for the construction and operation of the Facility.

(b) The Company hereby restates the covenants of the Company contained in the Environmental Compliance and Indemnification Agreement and the same are incorporated in this First Amended and Restated Leaseback Agreement as if fully set forth herein and shall remain in full force and effect notwithstanding the termination of the Environmental Compliance and Indemnification Agreement for any reason. Such covenants and 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, under the Transaction Documents, 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, reasonable attorneys' and reasonable experts' fees, expenses and disbursements, and reasonable attorneys' fees incurred to enforce the terms, conditions and provisions of this agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Agency relating to, resulting from or arising out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the remediation, demolition, constructing, renovating, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products or otherwise, (iii) the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility, required by any Environmental Law, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the remediation, demolition, 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 reasonably satisfactory to the Agency. If at any time the then existing use or occupancy of the Facility shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Company shall use its reasonable efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Agency.

(e) Notwithstanding the provisions of this Section 8.8, if, because of a breach or violation of the provisions of subsections (a), (b) or (c) hereof (without giving effect to subsection (d) hereof), the Agency or any of its members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary or take such other necessary action which, in the opinion of the Agency and its members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

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

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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback Agreement shall be enforceable only out of the Agency's interest under this First Amended and Restated 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.

Section 8.14 Prevailing Wage. The Company acknowledges that the Agency's Financial Assistance constitutes "public funds" unless otherwise excluded under Section 224-a of the New York State Labor Law ("Prevailing Wage Requirements") and by executing this Agreement, (i) confirms that it has received notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law and (ii) acknowledges its obligations pursuant to Section 224-a(8)a) of the New York Labor Law. Other than the Agency Financial Assistance estimates provided herein and disclosed to the Company, the Agency makes no representations or covenants with respect to the total sources of "public funds" received by the Company in connection with the Project. If and to the extent that the Company determines that it is necessary and desirable to reduce the overall amount of "public funds" to be received by the Company in connection with the Project, the Agency agrees to work cooperatively with the Company to adjust the total amount of Agency Financial Assistance to be provided to the Company, which will include, but may not be limited to amending this First Amended and Restated Leaseback Agreement and/or the First Amended and Restated PILOT Agreement (and if the term of the First Amended and Restated PILOT Agreement is modified, the corresponding terms of this First Amended and Restated Leaseback Agreement shall be modified accordingly).

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 First Amended and Restated 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 the Existing Lease Agreement and this First Amended and Restated Leaseback 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 Existing Lease Agreement and this First Amended and Restated Leaseback Agreement, 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 First Amended and Restated Leaseback Agreement.

Section 9.3 Assignment and Subleasing.

(a) This First Amended and Restated Leaseback 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 furnish to the Agency not less than sixty (60) days prior to the date of such assignment or sublease a written request to consent to the assignment or sublease, together with such information as may be requested by the Agency;

(iv) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and, complete and fully executed copy of such assignment or sublease and the instrument of assumption, containing such provisions as may be required by the Agency and in a form that has been approved by Transaction Counsel;

(v) there shall not exist any Events of Default under the First Amended and Restated Leaseback Agreement or any of the Transaction Documents on the date of assignment or sublease;

(vi) neither the validity nor the enforceability of the First Amended and Restated Leaseback Agreement shall be adversely affected thereby;

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

(viii) the 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.

(a) 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 First Amended and Restated Leaseback Agreement and in all amounts payable by the Company pursuant to Section 5.3 hereof and all other provisions of this First Amended and Restated Leaseback 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 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 First Amended and Restated 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 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 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 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. If the Company so requests, the Agency shall furnish to the Company, at the sole cost and expense of the Agency, 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 First Amended and Restated Leaseback Agreement:

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 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 failure of the Company to make payments under the First Amended and Restated PILOT Agreement when due and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided; or

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

(viii) failure to maintain insurance as provided for in Section 6.4 and Section 6.5 herein and upon failure to cure such default within five (5) days of receipt of notice as herein provided.

(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 First Amended and Restated 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 First Amended and Restated 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, 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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) re-enter and take possession of the Facility, on ten (10) days written notice to the Company, without terminating this First Amended and Restated Leaseback Agreement and without being liable for any prosecution or damages therefor, and sublease the Facility for the account of the Company, 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 the sublessee under such sublease;

(iii) terminate, on ten (10) days written notice to the Company the Lease Term and all rights of the Company under this First Amended and Restated Leaseback Agreement and, without being liable for any prosecution or damages therefor, exclude the Company from possession of the Facility and lease the Facility to another Person for the account of the Company, 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;

(iv) enter upon the Facility and complete the remediation, demolition, construction and renovation of the Facility in accordance with the Plans and Specifications and in connection therewith (a) engage architects, contractors, materialmen, laborers and suppliers and others, (b) employ watchmen to protect and preserve the Facility, (c) assume any contract relating to the Facility and take over and use all labor, materials, supplies and equipment, whether or not previously incorporated into the Facility, (d) pay, settle or compromise all bills or claims, and (e) discontinue any work or change any course of action already undertaken with respect to the Facility;

(v) terminate the Existing Lease Agreement, the First Amended and Restated Leaseback Agreement and First Amended and Restated PILOT Agreement. The Agency shall have the right to execute appropriate terminations with respect to the Facility and to place the same on record in the Oneida County Clerk's Office and file with the appropriate Assessor, at the expense of the Company, and in such event the Company waives delivery and acceptance of such documents. 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 terminations 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;

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

(b) In the event the Facility is subleased or leased to another Person pursuant to Section 10.2(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 or its successor, 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 First Amended and Restated Leaseback Agreement may have been terminated pursuant to Section 10.2(a)(iii) hereof.

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

(e) 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 First Amended and Restated Leaseback 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 First Amended and Restated Leaseback 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 First Amended and Restated 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 reasonable fees of such attorneys and such other expenses so incurred.

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

Section 10.6 Recapture. The Company acknowledges that if it ceases its redevelopment and marketing efforts at the Facility, the Agency is required by law to recapture any exemptions from sales tax for any purchases the Company may have made in connection with the Facility while acting as agent of the Agency, if any.

ARTICLE XI

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

Section 11.1 Early Termination of First Amended and Restated Leaseback Agreement.

(a) The Company shall have the option to terminate this First Amended and Restated 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 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.

(b) The Agency shall have the option at any time to terminate this First Amended and Restated Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 4.6 hereof upon written notice to the Company of (i) the occurrence of an Event of Default hereunder and failure to cure within the prescribed period or (ii) the invalidity, illegality or unenforceability of the First Amended and Restated PILOT Agreement.

Section 11.2 Conditions to Early Termination of First Amended and Restated Leaseback Agreement. In the event the Company exercises its option to terminate this First Amended and Restated Leaseback 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 First Amended and Restated PILOT Agreement), as appropriate pursuant to the terms of the First Amended and Restated PILOT Agreement: (i) all amounts due and payable under the First Amended and Restated PILOT Agreement as of the date of the conveyance described in Section 11.3 hereof and (ii) all amounts due and payable under Section 10.6 hereof, if any.

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

Section 11.3 Obligation to Purchase Facility. Upon termination or expiration of the Lease Term, in accordance with Sections 5.2 or 11.1 hereof, the Company shall purchase the Agency's leasehold interest in the Facility for the purchase price of One Dollar ($1.00). The Company shall purchase the Agency's leasehold interest in 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 the Existing Lease Agreement and this First Amended and Restated Leaseback Agreement are to be terminated or terminate.

Section 11.4 Conveyance on Purchase. Upon termination pursuant to Section 11.3 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 First Amended and Restated 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 XI, all Agency Documents 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
584 Phoenix Drive
Rome, New York 13441
Attn: Chairman

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

To the Company:

Griffiss Local Development Corporation
584 Phoenix Drive
Rome, New York 13441
Attn: Marc Barraco, Its Authorized Representative

With a copy to:
Joseph E. Saunders, Esq.
Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501

Section 12.2 Binding Effect. This First Amended and Restated Leaseback 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 First Amended and Restated 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 12.4 Amendments, Changes and Modifications. This First Amended and Restated Leaseback Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 12.5 Execution of Counterparts. This First Amended and Restated Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6 Applicable Law. This First Amended and Restated Leaseback 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 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 First Amended and Restated 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 First Amended and Restated Leaseback Agreement.

Section 12.8 Survival of Obligations. This First Amended and Restated 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 First Amended and Restated Leaseback 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 First Amended and Restated 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 First Amended and Restated Leaseback Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Agency and the Company have caused this **First Amended and Restated Leaseback Agreement** to be executed in their respective names by their duly authorized officers, all as of June 29, 2025.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:__________________________
Stephen R. Zogby
Its Chairman

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

On the 25 day of July 2025 before me, the undersigned a notary public in and for said state, personally appeared **Stephen R. Zogby**, the Chairman of the Oneida County Industrial Development Agency, 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.

LAURA S. RUBERTO
COMMISSION EXPIRES
Oneida County
NOTARY PUBLIC
01RU5031396
AUG. 1, 2026
STATE OF NEW YORK

____
Notary Public

SECOND SIGNATURE PAGE TO FIRST AMENDED AND RESTATED LEASEBACK AGREEMENT (ONEIDA COUNTY IDA TO GLDC)

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: ______________________
Name: Marc Barraco
Its Authorized Representative

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

On the 28th day of July 2025 before me, the undersigned a notary public in and for said state, personally appeared **Marc Barraco**, the Authorized Representative of Griffiss Local Development Corporation, 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/she executed the same in his/her capacity, and that by his/her 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
License No. 02SA4745082
My Commission Expires: 11/30/2025

22016149.v1-7/18/25
22016149.v3-7/24/25

EXHIBIT A

LEGAL DESCRIPTION OF LAND

New Lot 3A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, being a parcel of land shown as New Lot 3A on a map entitled "Final Lot Line Adjustment Plat, Lots 2A, 3A & 4A of the GLDC – B240 Site Subdivision into New Lots 2A, 3A & 4A of the GLDC-B240 Site Subdivision, City of Rome, Oneida County, New York" prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated August 31, 2021 and last revised 11/23/21, filed in the Oneida County Clerk's Office on December 10, 2021 as Instrument No. M2021-000213 and being more particularly bounded and described as follows:

Commencing at a point in the northerly street line of Floyd Avenue at its intersection with the easterly street line of Air City Boulevard; thence along the said northerly line of Floyd Avenue, the following two (2) courses and distances: 1.) South 88 deg. 24 min. 10 sec. West a distance of 104.79 feet to a point; and 2.) South 48 deg. 24 min. 46 sec. West a distance of 76.58 feet to the **Point of Beginning** of the herein described parcel; thence South 48 deg. 24 min. 46 sec. West along said northerly line of Floyd Avenue, a distance of 442.72 feet to a point on the division line between the lands now or formerly of Griffiss Local Development Corporation as described in Instrument No. 2016-013196 on the east and the lands now or formerly of John Bear, LLC as described in Instrument No. 2017-013120 on the west; thence North 06 deg. 15 min. 29 sec. West along said division line, a distance of 159.75 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the east and the lands now or formerly of John Bear, LLC as described in Instrument No. 2016-006369 on the west; thence North 30 deg. 09 min. 54 sec. West along said division line, a distance of 149.00 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the south and the lands now or formerly of Bagnall Properties, LLC as described in Instrument No. 2015-010358 on the north; thence North 57 deg. 26 min. 07 sec. East along said division line, a distance of 30.00 feet to a point; thence North 30 deg. 09 min. 48 sec. West along the division line between the said lands of Griffiss Local Development Corporation on the east and the said lands of Bagnall Properties, LLC on the west, a distance of 1.52 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the south and the lands now or formerly of B240, LLC as described in Instrument No. 2021-000522 on the north; thence along said division line, the following five (5) courses and distances: 1.) North 59 deg. 50 min. 06 sec. East a distance of 59.50 feet to a point; thence 2.) North 48 deg. 24 min. 46 sec. East a distance of 121.76 feet to a point thence 3.) North 59 deg. 40 min. 08 sec. East a distance of 160.32 feet to a point; thence 4.) South 30 deg. 19 min. 52 sec. East a distance of 3.42 feet to a point; and 5.) North 78 deg. 44 min. 37 sec. East a distance of 113.13 feet to a point in the westerly street line of said Air City Boulevard; thence along the said westerly street line of Air City Boulevard, the following three (3) courses and distances: 1.) along a curve to the right having a radius of 1510.26 feet, length of 131.42 feet and chord of South 12 deg. 49 min. 41 sec. East, 131.38 feet to a point; thence 2.) South 51 deg. 03 min. 08 sec. West a distance of 44.29 feet to a point; and 3.) South 09 deg. 07 min. 06 sec. East a distance of 66.93 feet to the point of beginning. Containing 2.641 acres of lands, more or less.

The above described parcel of land being New Lot 3A on a map entitled "Final Lot Line Adjustment Plat, Lots 2A, 3A & 4A of the GLDC – B240 Site Subdivision into New Lots 2A, 3A & 4A of the GLDC-B240 Site Subdivision, City of Rome, Oneida County, New York" prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated August 31, 2021 and last revised 11/23/21, filed in the Oneida County Clerk's Office on December 10, 2021 as Instrument No. M2021-000213.

New Lot 4A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, being a parcel of land shown as New Lot 4A on a map entitled "Final Lot Line Adjustment Plat, Lots 2A, 3A & 4A of the GLDC – B240 Site Subdivision into New Lots 2A, 3A & 4A of the GLDC-B240 Site Subdivision, City of Rome, Oneida County, New York" prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated August 31, 2021 and last revised 11/23/21, filed in the Oneida County Clerk's Office on December 10, 2021 as Instrument No. M2021-000213 and being more particularly bounded and described as follows:

Commencing at a point on the southerly line of the Griffiss Veterans Memorial Parkway (a.k.a. New York State Route 825) at its intersection with the northerly street line of Hangar Road West; thence along the said line of Hangar Road West, the following two (2) courses and distances: 1.) South 50 deg. 43 min. 45 sec. West a distance of 53.96 feet to a point; and 2.) South 59 deg. 40 min. 08 sec. West a distance of 218.07 feet to a point on the northerly line of Air City Boulevard; thence along the said line of Air City Boulevard, the following six (6) courses and distances: 1.) along a curve to the left having a radius of 1615.26 feet, length of 150.75 feet and chord of North 34 deg. 11 min. 33 sec. West, 150.70 feet to a point of compound curve; thence 2.) along a curve to the left having a radius of 345.00 feet, length of 213.22 feet and chord of North 54 deg. 34 min. 17 sec. West, 209.84 feet to a point; thence 3.) North 10 deg. 18 min. 07 sec. West a distance of 32.54 feet to a point; thence 4.) South 79 deg. 40 min. 38 sec. West a distance of 88.49 feet to a point; and 5.) along a curve to the left having a radius of 345.00 feet, length of 79.35 feet and chord of South 85 deg. 25 min. 45 sec. West, 79.18 feet; and 6.) South 01 deg. 08 min. 26 sec. West a distance of 5.39 feet to the **Point of Beginning** of the herein described parcel; thence continuing along the said line of Air City Boulevard, the following two (2) courses and distances: 1.) along a curve to the left having a radius of 340.00 feet, length of 110.96 feet and chord of South 69 deg. 11 min. 05 sec. West, 110.47 feet to a point; and 2.) South 59 deg. 50 min. 06 sec. West a distance of 243.59 feet to a point on the division line between the lands now or formerly of Griffiss Local Development Corporation as described in Instrument No. 2016-013196 on the north and the lands now or formerly of Bagnall Properties, LLC as described in Instrument No. 2015-010358 on the south; thence North 30 deg. 09 min. 48 sec. West along the last mentioned division line, a distance of 17.45 feet to a point; thence South 84 deg. 23 min. 28 sec. West along said division line, a distance of 32.98 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the east and the lands now or formerly of Margaret Jones as described in Book 2098 of Deeds at Page 993 on the west; thence North 30 deg. 09 min. 54 sec. West along the division line between the said lands of Griffiss Local Development Corporation on the east and the said lands Jones & the lands now or formerly of Edmund S. Sr. & Denise T. Pawlak as described in Instrument No. 2013-002633, in part by each, on the west, a distance of 383.24 feet to a point; thence North 79 deg. 14 min. 11 sec. West along said division line, a distance of 108.38 feet to a point on the easterly street line of Broadway; thence North 06 deg. 30 min. 16 sec. West along said easterly street line of Broadway, a distance of 17.56 feet to the point on the southerly line of the Griffiss Veterans Memorial Parkway (a.k.a. New York State Route 825) at its intersection with the easterly street line of Broadway; thence along the said northerly line of Griffiss Veterans Memorial Parkway (a.k.a. New York State Route 825), the following three (3) courses and distances: 1.) North 86 deg. 27 min. 50 sec. East a distance of 497.44 feet to a point; thence 2.) North 87 deg. 27 min. 08 sec. East a distance of 118.13 feet to a point; and 3.) South 64 deg. 27 min. 45 sec. East a distance of 51.67 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the west and the lands now or formerly of B240, LLC as described in Instrument No. 2019-013379 on the east; thence South 01 deg. 08 min. 26 sec. West a distance of 232.93 feet to the point of beginning. Containing 3.726 acres of lands, more or less.

The above described parcel of land being New Lot 4A on a map entitled "Final Lot Line Adjustment Plat, Lots 2A, 3A & 4A of the GLDC – B240 Site Subdivision into New Lots 2A, 3A & 4A of the GLDC-B240 Site Subdivision, City of Rome, Oneida County, New York" prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated August 31, 2021 and last revised 11/23/21, filed in the Oneida County Clerk's Office on December 10, 2021 as Instrument No. M2021-000213.

Air City Boulevard/Hangar Road West

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rome, County of Oneida and State of New York being parcel of land to be used for highway purposes as shown on a map entitled "Final Lot Line Adjustment Plat Lots 2A, 3A & 4A of the GLDC – B240 Site Subdivision into New Lots 2A, 3A, & 4A of the GLDC – B240 Site Subdivision, City of Rome, Oneida County, New York" prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated August 31, 2021, last revised on November 23, 2021, and filed in the Oneida County Clerk's Office on December 10, 2021 as Instrument No. M2021-000213 (the "Subdivision Map"), and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Floyd Avenue at its intersection with the division line between the lands now or formerly of Stewart's Shops Corp. as described in Instrument No. 2017-012439 on the east and the lands now or formerly of Griffiss Local Development Corporation as described in Instrument No. 2014-010026, Instrument No. 2016-013195 and Instrument No. 2016-013196 on the west, said point being on the easterly line of the Air City Boulevard as shown on the Subdivision Map; thence along the said northerly line of Floyd Avenue, the following two (2) courses and distances: 1.) South 88 deg. 24 min. 10 sec. West a distance of 104.79 feet to a point; and 2.) South 48 deg. 24 min. 46 sec. West a distance of 76.58 feet to a point; thence through the said lands of Griffiss Local Development Corporation, the following three (3) courses and distances: 1.) North 09 deg. 07 min. 06 sec. West a distance of 66.93 feet to a point; thence 2.) North 51 deg. 03 min. 08 sec. East a distance of 44.29 feet to a point; and 3.) along a curve to the left having a radius of 1510.26 feet, length of 131.42 feet and chord of North 12 deg. 49 min. 41 sec. West, 131.38 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the northeast and the lands now or formerly of B240, LLC as described in Instrument No. 2021-000522 on the southwest; thence along the said division line, the following five (5) courses and distances: 1.) along a curve to the left having a radius of 1510.26 feet, length of 416.93 feet and chord of North 23 deg. 13 min. 47 sec. West, 415.60 feet to a point; thence 2.) North 00 deg. 05 min. 39 sec. West a distance of 19.47 feet to a point; thence 3.) along a curve to the left having a radius of 1525.26 feet, length of 135.28 feet and chord of North 34 deg. 19 min. 31 sec. West, 135.23 feet to a point; thence 4.) along a curve to the left having a radius of 255.00 feet, length of 86.56 feet and chord of North 46 deg. 35 min. 28 sec. West, 86.15 feet to a point; and 5.) North 33 deg. 41 min. 02 sec. East a distance of 5.29 feet to a point; thence along the division line between the said lands of Griffiss Local Development Corporation on the north and the said lands of B240, LLC & the lands to be conveyed to B240, LLC shown as consolidation Parcel Y, in part by each, on the south, the following two (2) courses and distances: 1.) along a curve to the left having a radius of 260.00 feet, length of 289.08 feet and chord of North 88 deg. 19 min. 46 sec. West, 274.42 feet to a point; and 2.) South 59 deg. 50 min. 06 sec. West a distance of 243.59 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the east and the lands now or formerly of Bagnall Properties, LLC as described in Instrument No. 2015-010358 on the west; thence North 30 deg. 09 min. 48 sec. West along said division line, a distance of 80.00 feet to a point; thence through the said lands of Griffiss Local Development Corporation, the following three (3) courses and distances: 1. North 59 deg. 50 min. 06 sec. East a distance of 243.59 feet to a point; thence 2.) along a curve to the right having a radius of 340.00 feet, length of 110.96 feet and chord of North 69 deg. 11 min. 05 sec. East, 110.47 feet to a point; and 3.) North 01 deg. 08 min. 26 sec. East a distance of 5.39 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the north and the lands now or formerly of B240, LLC as described in Instrument No. 2019-013379 on the south; thence along the said division line, the following seven (7) courses and distances: 1.) along a curve to the right having a radius of 345.00 feet, length of 79.35 feet and chord of North 85 deg. 25 min. 45 sec. East, 79.18 feet to a point; thence 2.) North 79 deg. 40 min. 38 sec. East a distance of 88.49 feet to a point; thence 3.) South 10 deg. 18 min. 07 sec. East a distance of 32.54 feet to a point; thence 4.) along a curve to the right having a radius of 345.00 feet, length of 213.22 feet and chord of South 54 deg. 34 min. 17 sec. East, 209.84 feet to a point; thence 5.) along a curve to the right having a radius of 1615.26 feet, length of 150.75 feet and chord of South 34 deg. 11 min. 33 sec. East, 150.70 feet to a point; thence 6.) North 59 deg. 40 min. 08 sec. East a distance of 218.07 feet to a point; and 7.) North 50 deg. 43 min. 45 sec. East a distance of 53.96 feet to a point on the westerly line of the Griffiss Parkway; thence South 35 deg. 57 min. 34 sec. East along said line of the Griffiss Parkway, a distance of 108.91 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the north and the said lands of B240, LLC (2019-013379) on the south; thence South 59 deg. 40 min. 08 sec. West along said division line, a distance of 253.23 feet to a point; thence along a curve to the right, along the division line between the said lands of Griffiss Local Development Corporation on the west and the said lands of B240, LLC (2019-013379) & the said lands of Stewart's Shops Corp., in part by each, on the east, having a radius of 1640.26 feet, length of 569.64 feet and chord of South 18 deg. 02 min. 14 sec. East, 566.78 feet to the Point of Beginning. Containing 4.168 acres of land, more or less.

EXHIBIT B

EQUIPMENT

All fixtures, building materials and items of personal property acquired, remediated, demolished, constructed, renovated and installed and/or to be acquired, remediated, demolished, constructed, renovated and installed in connection with the completion of the Griffiss Local Development Corporation/Building 240 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.

"Additions" means renovations and construction of certain additions to the Existing Improvements.

"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 Leaseback Agreement and the First Amended and Restated PILOT Agreement.

"Authorizing Resolution" means the resolution adopted by the Agency on June 20, 2025 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 Authorized Representative 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 Authorized Representative of the Company.

"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 First Amended and Restated Leaseback Agreement.

"Company" means Griffiss Local Development Corporation, a New York not-for-profit local development corporation with its principal offices at 584 Phoenix Drive, Rome, New York 13441 and its successors and assigns.

"Company Documents" means the First Amended and Restated Leaseback Agreement and the First Amended and Restated 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 May 16, 2014, or (ii) the Closing Date and (b) ending on the completion date.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of July 1, 2014 by and between the Agency and the Company.

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

"Event of Default" means any of the events defined as Events of Default by Section 10.1 of the First Amended and Restated Leaseback Agreement.

"Existing Agency Documents" means the Existing Lease Agreement, the Existing Leaseback Agreement, the Environmental Compliance and Indemnification Agreement and the Existing PILOT Agreement.

"Existing 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, as they exist on the Closing Date.

"Existing Lease Agreement" means the Lease Agreement dated as of July 1, 2014 by and between the Company, as lessor, and the Agency, as lessee, with respect to the 2014 Facility, as amended on August 31, 2016 so as to cover the 2016 Facility, and as may be further amended from time to time.

"Existing Leaseback Agreement" means the Leaseback Agreement dated as of July 1, 2014 by and between the Agency, as lessor, and the Company, as lessee, with respect to the 2014 Facility, as amended on August 31, 2016 so as to cover the 2016 Facility; and as may be further amended from time to time.

"Existing PILOT Agreement" means the Payment-in-Lieu-of-Tax Agreement dated as of July 1, 2014 by and between the Agency and the Company, as amended on August 31, 2016 so as to cover the 2016 Facility.

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

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

"First Amended and Restated Leaseback Agreement" means the First Amended and Restated Leaseback Agreement dated as of June 29, 2025 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 29, 2025 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, collectively, the Existing Improvements, the Additions and the New Improvements.

"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 Company to the Agency pursuant to the Lease Agreement and more particularly described in Exhibit A attached thereto.

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

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

"Permitted Encumbrances" means (i) exceptions to title set forth in the Title Report, if any, (ii) the Lease Agreement and the First Amended and Restated 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, (v) Liens for taxes not yet delinquent; and (vi) the Mortgage and Assignment.

"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 First Amended and Restated 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 First Amended and Restated Leaseback 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.

"Sublessee" means any permitted sublessee or assignee of the Company.

"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 5.3(b), 6.4(b) and (c), 6.7, 8.2, 8.8, 10.2, 10.4 and 11.2(b) of the First Amended and Restated Leaseback Agreement.