INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **GLDC BUILDING 770/774 FACILITY** (the "AGREEMENT") is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a not-for-profit development corporation duly organized, validly existing and in good standing under the laws of the State of [New York], with offices at with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. (a) The Company previously requested the Agency provide financial assistance in connection with renovations to a 36,252± square foot building known as Building 770/774 (the "Improvements") situated on a 3.386± acre parcel of land located at 428 – 454 Phoenix Drive, Technology Heights, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used to house a number of technology companies and common area for research and development and educational venues, all for the redevelopment and marketing of the Griffiss Business and Technology Park ("Griffiss Park") (the Land, the Improvements and the Equipment referred to collectively as the "Facility").

(b) The Agency owns the Facility and leases it to the Company pursuant to a Lease Agreement dated as of July 1, 2011 (the "Lease Agreement"). The Company further subleases to BAE Systems Information & Electronic Systems Integration, Inc ("BAE") a portion of the Facility, being all of Building 774 comprised of 20,902± square feet. The Company currently subleases a 3,940 square foot portion of Building 770 to Integrated Community Alternatives Network, Inc. ("ICAN") and the remaining 11,410 square feet of Building 770 is vacant. ICAN has requested to relocate from Building 770 to Building 796 into space currently occupied by CUBRC, Inc. ("CUBRC") and expand its Griffiss Park operations to include a day care center, and CUBRC would then relocate to the space currently occupied by ICAN in Building 770.

(c) The Company and the Agency entered into a Payment-In-Lieu-of-Tax Agreement dated as of July 1, 2011 (the "PILOT Agreement") providing for payments in lieu of taxes relating to the Facility. The Company has submitted to the Agency an Application for Financial Assistance, which Application may be amended from time to time prior to closing of the amended sale-leaseback transaction described below (the "Application") requesting that the Agency extend the PILOT Agreement for an additional ten years in continued support of the Company's mission to redevelop and market Griffiss Park, as an inducement for ICAN to expand its Griffiss Park operations to include a day care facility, as an inducement for BAE to extend its sublease at the Facility and maintain its presence in Griffiss Park, and to retain and attract employment in Griffiss Park (collectively, the "Project"). The Agency and the Company will enter into an amended PILOT Agreement (the "PILOT Amendment") and amend the Lease Agreement to extend the term for an additional ten years (the "Lease Amendment").

1.04. The Company hereby represents to the Agency that the Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage project occupants from removing such other plant or facility to a location outside the State, or (c) is reasonably necessary to preserve the competitive position of the Company in its industry.

1.05. The Agency has determined that the Project, as described in the Company's Application, will promote and further the purposes of the Act.

1.06. On May 15, 2026, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake an amended sale-leaseback transaction in connection with the Project.

1.07. [Intentionally Omitted]

1.08. In the Resolution, the Agency contemplates that it will provide financial assistance to the Company by extending the abatement of real property taxes from fifteen years to twenty-five years, during which time the Company will make a total fixed PILOT Payment (each, individually, a "Total PILOT Payment" and, collectively, the "Total PILOT Payments") in lieu of Exempt Taxes, in an amount equal to the scheduled PILOT Payment applicable to such Exemption Year (each, a "Scheduled PILOT Payment"), as set forth below, times the percentage of the total square footage of the Facility which is occupied by for-profit tenants (collectively, the "Financial Assistance"):

| Exemption Year | Scheduled PILOT Payment |
|---|---|
| Year 16: | $ 79,754 |
| Year 17: | 81,349 |
| Year 18: | 82,976 |
| Year 19: | 84,636 |
| Year 20: | 86,329 |
| Year 21: | 88,055 |
| Year 22: | 89,816 |
| Year 23: | 91,613 |
| Year 24: | 93,445 |
| Year 25: | 95,314 |
| Year 26 and Thereafter | 100% of Exempt Taxes |

*By way of example, if in Exemption Year 16 for-profit tenants occupy 50% of the Facility, the Total PILOT Payment for such Exemption Year, prior to any adjustment pursuant to Section 2(d) hereof, would be $39,877 ($79,754 x 50% = $39,877).*

The Financial Assistance represents a deviation from the Agency's Uniform Tax Exemption Policy, and the reasons the Agency is contemplating deviating from Policy are more particularly set forth in the Resolution and will be confirmed in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Project facility to advance job opportunities, health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

1.10. Attached as Exhibit A to this Agreement is a copy of the PILOT Amendment that reflects the Financial Assistance currently contemplated by the Agency. The Company acknowledges that the Agency (a) reserves all rights to amend the PILOT Amendment to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (b) is under no obligation to enter into the PILOT Amendment unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for the continued leasing of the Facility to the Company pursuant to the Lease Amendment and the granting of Financial Assistance pursuant to the PILOT Amendment, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall enter into an amended sale-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of the continued support of the Project.

2.02. The Lease Agreement shall be amended to reflect a twenty-five year lease term and shall obligate the Company to make aggregate basic payments in the amount of $1.00 as and when the same shall become due and payable. The Company is obligated to acquire from the Agency title to the Facility for an aggregate amount of $1.00, plus such additional amounts as are prescribed in the Lease Agreement.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the Project and the installation, replacement, rebuilding, restoration, repair, maintenance and operation of the Facility have been and will continue to be undertaken by the Company, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. In the Application the Company represented that the primary purpose of the Project is to provide desirable amenities that retain existing tenants and attract new tenants to Griffiss Park, to serve as an inducement for ICAN to expand its Griffiss Park operations to include a day care facility, to serve as an inducement for BAE to extend its sublease at the Facility, to retain and attract employment in Griffiss Park and in continued support of the Company's mission to redevelop and market Griffiss Park. GLDC agrees to continue to develop, operate and market the Facility consistent with the efforts set forth in the Memorandum of Understanding executed among the parties at the time of the BRAC realignment of Griffiss (collectively, the "Project Obligation").

3.02. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the Project (including any necessary contracts for the acquisition of real property necessary or useful in said Facility).

3.03. Contemporaneously with the closing of the amended sale-leaseback transaction the Company will enter into the Lease Amendment with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.04. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the Project. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered or used in connection with the Project or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the Facility including the failure to comply with the provisions of Article 3.04 hereof, or arising, directly or indirectly, out of the Project or the ownership, acquisition, operation, maintenance, repair or financing of the Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Attached hereto as Exhibit C are the Agency's insurance requirements that will be contained in the Lease Amendment. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the amended sale-leaseback transaction, the Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the Facility, the Project, the operation and maintenance of the Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the Project, or are in any manner otherwise payable directly or indirectly in connection with the Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. [Intentionally Omitted].

3.10. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

3.11. The Company shall provide annually, to the Agency, a certified statement and such reasonable documentation that the Agency requires to confirm that the Company is achieving the Project Obligation. If the Company does not provide said annual certified statement to the Agency by the stated due date, a $500.00 late fee will be charged to the Company for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted.

3.12. In accordance with the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(b) the Company fails to achieve the Project Obligation; or

(c) the Company fails to submit to the Agency its annual report or any information as the Agency may reasonably request so that the Agency can confirm that the Company is achieving the Project Obligation and other objectives of the Project.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s).

Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this AGREEMENT. This AGREEMENT shall remain in effect until the Lease Amendment becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the Lease Amendment, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that entering into the amended sale-leaseback transaction and the execution of the Lease Amendment and the PILOT Amendment and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the Lease Amendment and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the amended sale-leaseback transaction and (vii) payment by the Company of the fees and disbursements of transaction counsel. The Agency has waived its transaction fee for the Project, consistent with past support of the Company's development of the Griffiss Park.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the amended sale-leaseback transactions or complying with any requests after closing relating to the amended sale-leaseback transaction.

4.04. This AGREEMENT and the Financial Assistance contemplated by the Agency hereunder shall be valid for a period of twelve (12) months from the Inducement Date. If for any reason the amended sale-leaseback transaction does not close on or before twelve (12) months from the Inducement Date, the Company shall submit a written request to the Agency describing the reasons for the delay and requesting this AGREEMENT be extended for a period of twelve (12) months under the same terms and conditions contained herein. The Company shall pay to Agency and Transaction Counsel the out-of-pocket expenses and legal fees incurred in connection with the Project as of the extension date.

4.05. If for any reason the amended sale-leaseback transaction does not close on or before twelve (12) months from the Inducement Date and this AGREEMENT is not extended by written agreement of the parties, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses which were authorized by the Company and incurred by the Agency in connection with the Project;

(b) The Company shall assume and be responsible for any contracts for construction or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the Project; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the Project or the proposed financing thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of May 15, 2026.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Stephen R. Zogby
Chairman

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: ______________________________
Marc Barraco
Authorized Representative

*** PLEASE SEE NEXT PAGE FOR CERTIFICATION OF PROJECT OPERATOR ***

## CERTIFICATION OF PROJECT OPERATOR

STATE OF NEW YORK )

COUNTY OF ONEIDA ) ss.:

Marc Barraco, being first duly sworn, deposes and says:

1. That I am an Authorized Representative of Griffiss Local Development Corporation (the "Company") and that I am duly authorized on behalf of the Company to bind the Company and to execute this Agreement.

2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 17 day of July 2026.

(Notary Public)

Joseph E. Saunders
NOTARY PUBLIC, State of New York
Appointed in Oneida County
License No. 02SA4745082
My Commission Expires: 11/30/2029



23589834.v3-7/9/26

EXHIBIT A

FIRST AMENDED AND RESTATED PILOT AGREEMENT

EXHIBIT B

# EXHIBIT C

## INSURANCE REQUIREMENTS

Section 6.4 Insurance Required. At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, GLDC 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 GLDC. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) **Workers' Compensation & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that GLDC or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of GLDC or any permitted sublessee who are located at or assigned to the Facility. 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 GLDC, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) **General Liability** Insurance protecting the Agency and GLDC against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by GLDC under Section 8.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than $1,000,000per 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 GLDC 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), GLDC 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 GLDC 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 GLDC.

(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 GLDC's General Liability policy. GLDC shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 6.4 hereof and complying with the additional requirements of Section 6.5(a) hereof. Prior to the expiration of each such policy, GLDC shall furnish the appropriate Person with evidence that such policy has been renewed or replaced or is no longer required by this First Amended and Restated Lease Agreement. GLDC shall provide such further information with respect to the insurance coverage required by this First Amended and Restated Lease Agreement as the Agency may from time to time reasonably require. If GLDC 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 GLDC'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 GLDC's liability under this agreement. If GLDC 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 GLDC. 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 Lease Agreement does not in any way relieve GLDC of its indemnification obligations in this First Amended and Restated Lease 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