CLOSING ITEM NO.: A-4

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

1200 STATE FAIR BLVD., LLC

LEASE AGREEMENT

DATED AS OF JUNE 1, 2025

RELATING TO PREMISES LOCATED IN THE TOWN OF GEDDES, ONONDAGA COUNTY, NEW YORK.

TABLE OF CONTENTS

(This Table of Contents is not part of this Lease Agreement and is for convenience of reference only.)

PAGE

31384540

ARTICLE V
DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS
AND OTHER AMOUNTS PAYABLE

ARTICLE VI
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

ARTICLE VII
DAMAGE, DESTRUCTION AND CONDEMNATION

ARTICLE VIII
SPECIAL COVENANTS

ARTICLE IX
ASSIGNMENTS; MERGER OF THE AGENCY

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

ARTICLE XI
OPTIONS AND OBLIGATION TO PURCHASE

ARTICLE XII
MISCELLANEOUS

LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of June 1, 2025 (the "Lease Agreement") by and between ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 335 Montgomery Street, 2nd Floor, Syracuse, New York 13202 (the "Agency"), and 1200 STATE FAIR BLVD., LLC, a limited liability company organized and existing under the laws of the State of New York, having an office for the transaction of business located at 1200 State Fair Boulevard, Syracuse, New York 13209 (the "Real Estate Holding Company");

W I T N E S S E T H:

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

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency, for the purpose of carrying out any of its corporate purposes, to lease or sell any or all of its facilities; whether then owned or thereafter acquired; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 435 of the Laws of 1970 of the State and Chapter 676 of the Laws of 1975 of the State, as amended (collectively, with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, the Real Estate Holding Company and United Auto Supply of Syracuse, West, Inc. (the "Operating Company" and together with the Real Estate Holding Company, collectively, the "Companies"), on behalf of themselves and/or entities formed or to be formed on behalf of the foregoing, submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (A)(1) the acquisition of a leasehold interest in all or a portion of approximately 22 acres of land located on Van Vleck Road (also known as 1200 State Fair Boulevard) (now or formally tax map nos.: 019.-02-07.0, 019.-02-02.2, 019.-02-08.1, and 019.-02-11.1) in the Town of Geddes, Onondaga County, New

York (collectively, the "Land") and the existing building (the "Existing Building") thereon; (2) the expansion and reconstruction of the Existing Building, together with related site improvements (as reconstructed, the "Facility"); and (3) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various fixtures, machinery, equipment and other tangible personal property (collectively, the "Facility Equipment") (the Land, the Facility and the Facility Equipment being collectively referred to as the "Company Project Facility"), such Company Project Facility to be leased and subleased by the Agency to the Real Estate Holding Company and further subleased by the Real Estate Holding Company to the Operating Company; and (4) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively the "Equipment," and together with the Company Project Facility, the "Project Facility"), which Project Facility will be used by the Operating Company as a warehouse and distribution center; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Company Project Facility to the Real Estate Holding Company or such other person as may be designated by the Real Estate Holding Company and agreed upon by the Agency and the lease (with an obligation to purchase) or sale of the Equipment to the Operating Company or such other person as may be designated by the Operating Company and agreed upon by the Agency; and

WHEREAS, on April 10, 2025, the members of the Agency duly adopted a resolution (the "Public Hearing Resolution") authorizing the Executive Director of the Agency, after consultation with the members of the Agency and the Agency's Counsel, to (A) establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Project (the "Public Hearing"); (B) cause the Public Hearing to be held in a city, town or village where the Project Facility is located, and cause notice of such Public Hearing to be given to the public by publishing a notice or notices of such Public Hearing in a newspaper of general circulation available to the residents of the governmental units where the Project Facility is located, such notice or notices to comply with the requirements of Section 859-a of the Act; (C) cause notice of the Public Hearing and a copy of the Public Hearing Resolution to be given to the chief executive officers of the County of Onondaga (the "County"), and of each city, town, village and school district in which the Project Facility is located, such notice or notices to comply with the requirements of Section 859-a of the Act; and (D) conduct such Public Hearing; and

WHEREAS, in accordance with the requirements of Section 859-a of the Act, pursuant to the authorization contained in the Public Hearing Resolution, the Executive Director of the Agency (A) caused written notice of the Public Hearing of the Agency to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project and a copy of the Public Hearing Resolution to be delivered by certified mail, return receipt requested, on April 16, 2025 to the chief executive officers of the County and of each city, town, village and school district (including with respect to the school district the district clerk and the district superintendent) (collectively, the Affected Tax Jurisdictions") in which the Project Facility is located, (B) caused notice of the Public Hearing to be published on April 17, 2025 in The Post-Standard, a newspaper of general circulation available to the residents of the Town of Geddes, Onondaga County, New York, (C) conducted the Public Hearing on April 28, 2025 at 3:00 p.m., local time, at the Geddes Town Hall, 1000 Woods Road, Solvay, New York, and (D) prepared a report of the Public Hearing (the "Public Hearing Report") fairly summarizing the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Agency; and

WHEREAS, the Agency adopted a Uniform Tax Exemption Policy (the "UTEP") to provide guidelines for the claiming of real property, sales and use tax and mortgage recording tax abatements (except to the extent limited by Section 874 of the Act); and

WHEREAS, the Agency has given due consideration to the Application, and to representations by the Real Estate Holding Company that (A) the granting by the Agency of the Financial Assistance with respect to the Project will be an inducement to the Real Estate Holding Company to undertake the Project in Onondaga County, New York and (B) the completion of the Project will not result in the removal of a plant or facility of any proposed occupant of the Project Facility from one area of the State to another area of the State and will not result in the abandonment of one or more plants or facilities of any occupant of the Project Facility located in the State; and

WHEREAS, the Agency desires to encourage the Real Estate Holding Company and the Operating Company to advance the job opportunities, health, general prosperity and economic welfare of the people of Onondaga County, New York by undertaking the Project in Onondaga County, New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York being 6 NYCRR Part 617, as amended (the "Regulations collectively with the SEQR Act, "SEQRA"), and pursuant to a resolution duly adopted by the members of the Agency on May 8, 2025 (the "SEQR Resolution"), the members of the Agency determined that the Project constitutes a "Type II" action (as said quoted term is defined in SEQRA) and therefore no further environmental review of the Project is required under SEQRA; and

WHEREAS, pursuant to an approving resolution duly adopted by the members of the Agency on May 8, 2025 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into this Lease Agreement and certain other documents related to the grant of Financial Assistance to the Project (collectively with this Lease Agreement, the "Basic Documents"); and

WHEREAS, the Agency now proposes to acquire the leasehold interest created pursuant to the Underlying Lease (as defined below) from the Real Estate Holding Company, to acquire an interest in the Facility Equipment pursuant to the Bill of Sale to Agency (as defined herein), to undertake the Project, to appoint the Real Estate Holding Company as agent of the Agency to undertake the acquisition, construction, installation and completion of the Company Project Facility, and to lease the Company Project Facility to the Real Estate Holding Company, and the Real Estate Holding Company desires to act as agent of the Agency to undertake the acquisition, construction, installation and completion of the Company Project Facility and to lease the

Company Project Facility from the Agency, all pursuant to the terms and conditions hereinafter set forth in this Lease Agreement; and

WHEREAS, simultaneously with the execution and delivery of this Lease Agreement (the "Closing"), (A) the Real Estate Holding Company will execute and deliver to the Agency a certain lease to agency dated as of June 1, 2025 (the "Underlying Lease") by and between the Real Estate Holding Company, as landlord, and the Agency, as tenant, pursuant to which the Real Estate Holding Company will lease to the Agency the Land and all improvements now or hereafter located on the Land (collectively, the "Premises") for a lease term ending on June 18, 2027, (B) the Real Estate Holding Company will execute and deliver to the Agency a bill of sale dated as of June 1, 2025 (the "Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Real Estate Holding Company in the Facility Equipment, (C) the Operating Company will execute and deliver to the Agency a bill of sale dated as of June 1, 2025 (the "Equipment Bill of Sale to Agency"), which conveys to the Agency all right, title and interest of the Operating Company in the Equipment, (D) the Agency and the Operating Company will execute and deliver an equipment lease agreement dated as of June 1, 2025 (the "Equipment Lease Agreement") pursuant to which the Agency will lease the Equipment to the Operating Company, (E) the Agency, the Operating Company and the Real Estate Holding Company will execute and deliver a project agreement dated as of June 1, 2025 (the "Project Agreement"), which sets forth the terms and conditions under which the Financial Assistance shall be provided to the Real Estate Holding Company and the Operating Company, and (F) the Agency will file with the New York State Department of Taxation and Finance the form entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Report") for each of the Real Estate Holding Company and the Operating Company, and any additional report to the Commissioner of the State Department of Taxation and Finance concerning the amount of sales and use tax exemption benefit for the Project (the "Additional Thirty-Day Project Report"); and

WHEREAS, the Real Estate Holding Company subleases the Company Project Facility to the Operating Company and the Operating Company rents the Company Project Facility from the Real Estate Holding Company, pursuant to the terms and conditions set forth in a certain lease, dated April 29, 2025 (the "Sublease Agreement"), by and between the Real Estate Holding Company and the Operating Company; and]

WHEREAS, the providing of the Company Project Facility and the lease of the Project Facility to the Real Estate Holding Company pursuant to this Lease Agreement is for a proper purpose, to wit, to advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State, pursuant to the provisions of the Act; and

WHEREAS, all things necessary to constitute this Lease Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Lease Agreement have in all respects been duly authorized by the Agency and the Real Estate Holding Company.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

ARTICLE I

DEFINITIONS

SECTION 1.1. DEFINITIONS. The following words and terms used in this Lease Agreement shall have the respective meanings set forth below, unless the context or use indicates another or different meaning or intent:

"Act" means Title 1 of Article 18-A of the General Municipal Law of the State, as amended from time to time, together with Chapter 435 of the Laws of 1970 of the State of New York and Chapter 676 of the Laws of 1975 of the State of New York, as amended, constituting Section 895 of the General Municipal Law of the State of New York, as amended from time to time.

"Affected Tax Jurisdictions" shall have the meaning assigned to such term in the seventh recital clause to this Lease Agreement.

"Agency" means (A) Onondaga County Industrial Development Agency and its successors and assigns, and (B) any public benefit corporation or other public corporation resulting from or surviving any consolidation or merger to which Onondaga County Industrial Development Agency or its successors or assigns may be a party.

"Applicable Laws" means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or affect the Project Facility or any part thereof or the conduct of work on the Project Facility or any part thereof or to the operation, use, manner of use or condition of the Project Facility or any part thereof (the applicability of such statutes, codes, laws, acts, ordinances, orders, rules, regulations, directions and requirements to be determined both as if the Agency were the owner of the Project Facility and as if the Real Estate Holding Company and not the Agency were the owner of the Project Facility), including but not limited to (1) applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility, (2) restrictions, conditions or other requirements applicable to any permits, licenses or other governmental authorizations issued with respect to the foregoing, and (3) judgments, decrees or injunctions issued by any court or other judicial or quasi-judicial Governmental Authority.

"Approving Resolution" means the approving resolution duly adopted by the Agency on May 8, 2025 authorizing and directing the undertaking and completion of the Project and the execution and delivery of the Basic Documents to which the Agency is a party.

"Assignment" means any assignment of leases and rents from the Agency and the Real Estate Holding Company and/or the Operating Company to a Lender, pursuant to which the Real Estate Holding Company and/or the Operating Company and the Agency assign to a Lender, as security for a Mortgage Loan, all of the interest in, to and under all leases affecting the Project Facility (other than this Lease Agreement, the Equipment Lease and the Underlying Lease) and the rents and other amounts payable thereunder.

"Assignment to Company" means the assignment from the Agency to the Real Estate Holding Company, substantially in the form attached as Exhibit C to this Lease Agreement, which assignment is intended to convey to the Real Estate Holding Company, upon certain termination of this Lease Agreement, all right, title and interest of the Agency in the Company Project Facility, including the leasehold interest created pursuant to the Underlying Lease.

"Authorized Representative" means the person or persons at the time designated to act on behalf of the Agency or the Real Estate Holding Company, as the case may be, by written certificate furnished to the Agency or the Real Estate Holding Company, as the case may be, containing the specimen signature of each such person and signed on behalf of (A) the Agency by its Chairman, Vice-Chairman or Executive Director or such other person as may be authorized by resolution of the members of the Agency to act on behalf of the Agency, and (B) the Real Estate Holding Company by any member or such other person as may be authorized in writing by any member of the Real Estate Holding Company to act on behalf of the Real Estate Holding Company.

"Basic Documents" means the Underlying Lease, the Bill of Sale to Agency, this Lease Agreement, the Equipment Bill of Sale to Agency, the Equipment Lease Agreement, the Project Agreement, the Lender Documents, the Sublease Agreement and all other instruments and documents related thereto and executed in connection therewith, and any other instrument or document supplemental thereto, each as amended from time to time.

"Bill of Sale to Agency" means the bill of sale delivered on the Closing Date from the Real Estate Holding Company to the Agency conveying all of the Real Estate Holding Company's interest in the Facility Equipment to the Agency.

"Bill of Sale to Company" means the bill of sale from the Agency to the Real Estate Holding Company conveying all of the Agency's interest in the Facility Equipment to the Real Estate Holding Company, substantially in the form attached as Exhibit D to this Lease Agreement.

"Business Day" means a day on which banks located in the County of Onondaga, New York are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Closing" means the closing at which the Basic Documents are executed and delivered by the Real Estate Holding Company and the Agency.

"Closing Date" means the date of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations of the United States Treasury Department promulgated thereunder.

"Company Project Facility" means the Land, the Facility and the Facility Equipment.

"Completion Date" means the earliest to occur of (A) June 18, 2027, (B) such date as shall be certified by the Real Estate Holding Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of this Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Real Estate Holding Company to the Agency as the date of completion of the Project.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any Governmental Authority.

"Default Interest Rate" means a per annum rate of interest equal to ten percent (10%) per annum, or the maximum rate of interest permitted by law, whichever is less.

"Eligible Items" shall mean the following items of personal property and services, but excluding any Ineligible Items, with respect to which the Real Estate Holding Company, the Operating Company and any sub-agent shall be entitled to claim a sales tax exemption in connection with the Project Facility: (i) purchases of materials, goods, personal property and fixtures and supplies that will be incorporated into and made an integral component part of the Project Facility; (ii) purchases or leases of any item of materials, goods, machinery, equipment, furniture, furnishings, trade fixtures and other tangible personal property having a useful life of one year or more; (iii) with respect to the eligible items identified in (ii) above; purchases of freight, installation, maintenance and repair services required in connection with the shipping, installation, use, maintenance or repair of such items; provided that maintenance shall mean the replacement of parts or the making of repairs; (iv) purchases of materials, goods and supplies that are to be used and substantially consumed in the course of reconstruction or renovation of the Project Facility (but excluding fuel, materials or substances that are consumed in the course of operating machinery and equipment or parts containing fuel, materials or substances where such parts must be replaced whenever the substance is consumed); and (v) leases of machinery and equipment solely for temporary use in connection with the reconstruction or renovation of the Project Facility.

"Equipment" means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired by the Operating Company, as agent of the Agency or by any subagents, in connection with the completion of the Project by the Operating Company, and such substitutions and replacements therefor as may be made from time to time pursuant to the Equipment Lease Agreement, including without limitation, all the Property described in Exhibit B attached to the Equipment Lease Agreement.

"Equipment Bill of Sale to Agency" means the bill of sale delivered on the Closing Date from the Operating Company to the Agency conveying all of the Operating Company's interest in the Equipment to the Agency.

"Equipment Lease Agreement" means the equipment lease agreement by and between the Agency and the Operating Company, dated as of June 1, 2025.

"Event of Default" means, with respect to any particular Basic Document, any event specified as an Event of Default pursuant to the provisions thereof.

"Facility" means the existing building on the Land and the expansion and reconstruction of the existing building, together with related site improvements.

"Facility Equipment" means all equipment, fixtures, machines, building materials and items of personal property and all appurtenances intended to be acquired by the Real Estate Holding Company, as agent of the Agency or by any subagents, in connection with the completion of the Project by the Real Estate Holding Company, and such substitutions and replacements therefor as may be made from time to time pursuant to this Lease Agreement, including without limitation, all the Property described in Exhibit B attached to this Lease Agreement.

"Financial Assistance" shall have the meaning assigned to such term in the fifth recital clause to this Lease Agreement.

"Governmental Authority" means the United States of America, the State, any other state and any political subdivision thereof, and any agency, department, commission, court, board, bureau or instrumentality of any of them.

"Gross Proceeds" means one hundred percent (100%) of the proceeds of the transaction with respect to which such term is used, including, but not limited to the settlement of any insurance or Condemnation award.

"Hazardous Materials" shall mean all hazardous materials including, without limitation, any flammable explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated byphenyls, petroleum, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials as set forth 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. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), Articles 15 or 27 of the State Environmental Conservation Law, or in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule or regulation.

"Ineligible Items" shall mean the following items of personal property and services with respect to which the Real Estate Holding Company, Operating Company and any sub-agent <u>shall not</u> be entitled to claim a sales tax exemption in connection with the Project Facility:

(i) vehicles of any sort, including watercraft and rolling stock;

(ii) personalty having a useful life of one year or less;

(iii) any cost of utilities, cleaning services or supplies or other ordinary operating costs;

(iv) ordinary office supplies such as pencils, paper clips and paper;

(v) any materials or substances that are consumed in the operation of machinery;

(vi) equipment or parts containing materials or substances where such parts must be replaced whenever the substance is consumed; and

(vii) maintenance of the type as shall constitute janitorial services.

"Indebtedness" means (1) the monetary obligations of the Real Estate Holding Company and the Operating Company to the Agency and its members, officers, agents, servants and employees under this Lease Agreement, the Equipment Lease and the other Basic Documents, and (2) all interest accrued on any of the foregoing.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and not a full-time employee of the Real Estate Holding Company or the Agency.

"Land" means the approximately 22 acres located at on Van Vleck Road (also knowd as 1200 State Fair Boulevard) (NOW or formally tax map nos.: 019.-02-07.0, 019.-02-02.2, 019.-02-08.1, and 019.-02-11.1) in the Town of Geddes, Onondaga County, New York, as more particularly described on Exhibit A attached to this Lease Agreement.

"Lease Agreement" means this lease agreement dated as of June 1, 2025 by and between the Agency, as landlord, and the Real Estate Holding Company, as tenant, pursuant to which, among other things, the Agency has leased its interest in the Company Project Facility to the Real Estate Holding Company, as said lease agreement may be amended or supplemented from time to time.

"Lender" means any lender providing a Mortgage Loan to the Real Estate Holding Company and/or the Operating Company to finance in whole or in part the Project, or to refinance any such Mortgage Loan.

"Lender Documents" means, collectively, any Mortgage, any Assignment and such other documents as may be requested by any Lender in connection with a Mortgage Loan.

"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 a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or a judgment against the Real Estate Holding Company. The term "Lien" includes reservations, exceptions, encroachments, projections, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialmen's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes of the Basic Documents, a Person shall be deemed to be the owner of any Property that it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Mortgage" means any mortgage from the Real Estate Holding Company and/or the Operating Company to a Lender to secure the Real Estate Holding Company's and/or the Operating Company's obligations to a Lender with respect to a Mortgage Loan.

"Mortgage Loan" means a loan from the Lender to the Real Estate Holding Company and/or the Operating Company with respect to the financing or refinancing for the Project Facility.

"Net Proceeds" means so much of the Gross Proceeds with respect to which that term is used as remain after payment of all fees for services, expenses, costs and taxes (including attorneys' fees) incurred in obtaining such Gross Proceeds.

"Operating Company" means United Auto Supply of Syracuse, West, Inc., a corporation duly organized and existing under the laws of the State, and its successors and assigns, to the extent permitted pursuant to the Equipment Lease Agreement.

"Permitted Encumbrances" means (A) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that exist on the Closing Date and benefit or do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (B) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens, to the extent permitted by Section 8.8 of this Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of this Lease Agreement, (D) any Lien on the Project Facility obtained through any Basic Document, and (E) any Lien requested by the Real Estate Holding Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed.

"Person" means an individual, partnership, corporation, trust, unincorporated organization or Governmental Authority.

"Premises" means the Property leased to the Agency pursuant to the Underlying Lease.

"Project" means the project undertaken by the Agency on behalf of the Real Estate Holding Company and the Operating Company consisting of (A)(1) the acquisition of a leasehold interest in all or a portion of approximately 22 acres of land located on Van Vleck Road (also known as 1200 State Fair Boulevard) (now or formally tax map nos.: 019.-02-07.0, 019.-02-02.2, 019.-02-08.1, and 019.-02-11.1) in the Town of Geddes, Onondaga County, New York (collectively, the "Land") and the existing building (the "Existing Building") thereon; (2) the expansion and reconstruction of the Existing Building, together with related site improvements (as reconstructed, the "Facility"); and (3) the acquisition and installation in and around the Facility and/or for use in connection with the Project of various fixtures, machinery, equipment and other tangible personal property (collectively, the "Facility Equipment") (the Land, the Facility and the Facility Equipment being collectively referred to as the "Company Project Facility"), such Company Project Facility to be leased and subleased by the Agency to the Real Estate Holding Company and further subleased by the Real Estate Holding Company to the Operating Company; and (4) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively the "Equipment," and together with the Company Project Facility, the "Project Facility"), which Project Facility will be used by the Operating Company as a warehouse and distribution center; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Company Project Facility to the Real Estate Holding Company or such other person as may be designated by the Real Estate Holding Company and agreed upon by the Agency and the lease (with an obligation to purchase) or sale of the Equipment to the Operating Company or such other person as may be designated by the Operating Company and agreed upon by the Agency.

"Project Agreement" means the project agreement, dated as of June 1, 2025, by and among the Real Estate Holding Company, the Operating Company and the Agency, as amended from time to time.

"Project Facility" means collectively, the Land, the Facility, the Facility Equipment and the Equipment.

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

"Public Hearing Resolution" means the resolution adopted by the members of the Agency on April 10, 2025 authorizing a public hearing in accordance with Section 859-a of the Act in connection with the Project.

"Real Estate Holding Company" means 1200 State Fair Blvd., LLC, a limited liability company duly organized and existing under the laws of the State, and its successors and assigns, to the extent permitted pursuant to Section 8.4 of this Lease Agreement.

"SEQR Resolution" means the resolution adopted by the members of the Agency on May 8, 2025 in accordance with SEQRA in connection with the Project.

"SEQRA" means Article Eight of the Environmental Conservation Law of the State and the statewide regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York.

"State" means the State of New York.

"Sublease Agreement" means a certain lease, dated April 29, 2025 by and between the Real Estate Holding Company, as sublessor, and the Operating Company, as sublessee, as amended from time to time.

"Term" means the term of the Underlying Lease.

"Termination of Lease Agreement" means a termination of lease agreement by and between the Real Estate Holding Company, as tenant, and the Agency, as landlord, intended to evidence the termination of this Lease Agreement, substantially in the form attached as Exhibit E to this Lease Agreement.

"Unassigned Rights" means (A) the rights of the Agency granted pursuant to Sections 2.2, 3.2, 3.3, 4.1, 5.2(A), 5.3(B), 5.4(B), 6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.12, 9.1, 9.2, 9.3, 11.1, 12.4, 12.9 and 12.11 of this Lease Agreement, (B) the moneys due and to become due to the Agency for its own account or the members, officers, agents and employees of the Agency for their own account pursuant to Sections 2.2(G), 3.3, 5.3, 6.4(B), 8.2, 10.2 and 10.4 of this Lease Agreement, and (C) the right to enforce the foregoing pursuant to Article X of this Lease Agreement.

"Underlying Lease" means the lease to Agency dated as of June 1, 2025 by and between the Real Estate Holding Company, as landlord, and the Agency, as tenant, pursuant to which the Real Estate Holding Company has conveyed a leasehold interest in the Premises to the Agency, as said lease to agency may be amended or supplemented from time to time.

SECTION 1.2. INTERPRETATION. In this Lease Agreement, unless the context otherwise requires:

(A) the terms "hereby", "hereof", "herein", "hereunder" and any similar terms as used in this Lease Agreement, refer to this Lease Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after, the date of this Lease Agreement;

(B) words of masculine gender shall mean and include correlative words of feminine and neuter genders;

(C) words importing the singular number shall mean and include the plural number, and, vice versa; and

(D) any certificates, letters or opinions required to be given pursuant to this Lease Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.1. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY. The Agency makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Agency is duly established under the provisions of the Act and has the power to enter into this Lease Agreement and the other Basic Documents to which the Agency is a party and to carry out its obligations hereunder and thereunder. Based upon the representations of the Real Estate Holding Company as to the utilization of the Project Facility, the Project will constitute a "project", as such quoted term is defined in the Act. By proper official action, the Agency has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Agency is a party.

(B) Neither the execution and delivery of this Lease Agreement or the other Basic Documents to which the Agency is a party, the consummation of the transactions contemplated hereby or thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Agency is a party will conflict with or result in a breach by the Agency of any of the terms, conditions or provisions of the Act, the by-laws of the Agency or any order, judgment, agreement or instrument to which the Agency is a party or by which the Agency is bound, or will constitute a default by the Agency under any of the foregoing.

(C) Pursuant to the Underlying Lease, the Agency will acquire a leasehold interest in the Premises from the Real Estate Holding Company, and pursuant to this Lease Agreement, the Agency will cause the Company Project Facility to be acquired, reconstructed, installed and completed and will lease the Company Project Facility to the Real Estate Holding Company, all for the purpose of advancing the job opportunities, health, general prosperity and economic welfare of the people of the State and improving their standard of living.

(D) Except as provided in Article IX and Article X hereof and in any Mortgage, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Company Project Facility or any part thereof and shall maintain the Company Project Facility, free and clear of all Liens or encumbrances, except as contemplated or allowed by the terms of this Lease Agreement and the other Basic Documents.

SECTION 2.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE REAL ESTATE HOLDING COMPANY. The Real Estate Holding Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(A) The Real Estate Holding Company is a limited liability company duly organized and validly existing under the laws of the State, is qualified to do business in the State and all other jurisdictions in which its operations or ownership of Properties so require, and has the power to enter into this Lease Agreement and the other Basic Documents to which the Real Estate Holding

Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its member, the Real Estate Holding Company has been duly authorized to execute, deliver and perform this Lease Agreement and the other Basic Documents to which the Real Estate Holding Company is a party.

(B) Neither the execution and delivery of this Lease Agreement or the other Basic Documents to which the Real Estate Holding Company is a party, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of this Lease Agreement or the other Basic Documents to which the Real Estate Holding Company is a party will (1) conflict with or result in a breach of any of the terms, conditions or provisions of the Real Estate Holding Company's articles of organization or operating agreement or any other restriction, order, judgment, agreement or instrument to which the Real Estate Holding Company is a party or by which the Real Estate Holding Company or any of its Property is bound, or constitute a default by the Real Estate Holding Company under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any Property of the Real Estate Holding Company under the terms of any such instrument or agreement, other than the Permitted Encumbrances, (2) require consent (which has not been heretofore received) under any restriction, agreement or instrument to which the Real Estate Holding Company is a party or by which the Real Estate Holding Company or any of its Property may be bound or affected, or (3) require consent (which has not been heretofore obtained) under or conflict with or violate any existing law, rule, regulation judgment, order, writ, injunction or decree of any government, governmental instrumentality or court (domestic or foreign) having jurisdiction over the Real Estate Holding Company or any of the Property of the Real Estate Holding Company.

(C) The completion of the Project will not result in the removal of a plant or facility of the Operating Company or an occupant of the Project Facility from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Operating Company or an occupant of the Project Facility located in the State.

(D) The Project Facility does not and will not constitute a project where facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities constitute more than one-third of the total cost of the Project.

(E) The Basic Documents to which the Real Estate Holding Company is a party constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Real Estate Holding Company, enforceable in accordance with their respective terms.

(F) The Project Facility is, and so long as this Lease Agreement shall remain in effect, the Project Facility will continue to be a "project", as such quoted term is defined in the Act, and the Real Estate Holding Company will not take any action (or omit to take any action required by the Basic Documents or which the Agency advises the Real Estate Holding Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way (1) cause the Project Facility not to constitute a "project", as such quoted term is defined in the Act, or (2) cause the Financial Assistance to be applied in a manner contrary to that provided in the Basic Documents.

(G) The Project Facility and the operation thereof will comply with all Applicable Laws, and the Real Estate Holding Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith. The Real Estate Holding Company shall cause all notices as required by all Applicable Laws to be given, and shall comply or cause compliance with all Applicable Laws, and the Real Estate Holding Company will defend and save the Agency and its officers, members, agents and employees harmless from all fines and penalties due to failure to comply therewith.

(H) Pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the Agency examined the Environmental Assessment form (the "EAF") prepared by the Real Estate Holding Company in order to classify the Project and has determined that the Project constitutes a "Type II" action as that term is defined under SEQRA, and deemed to have no significant environmental impact.

(I) The Real Estate Holding Company acknowledges receipt of notice of Section 874(8) of the Act, which requires that the Real Estate Holding Company as agent of the Agency must annually file a statement with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the Commissioner of Taxation and Finance, of the value of all sales and use tax exemptions claimed by the Real Estate Holding Company and any authorized agents under the authority granted by the Agency.

(J) The Real Estate Holding Company acknowledges receipt of notice of Section 858-b of the Act which requires that the Real Estate Holding Company list new employment opportunities created as a result of the Project with the following entities (hereinafter, the "JTPA Entities"); (1) the New York State Department of Labor Community Services Division and (2) the administrative entity of the service delivery area created by the federal job training partnership act (P.L. No. 97-300), as superseded by Workforce Innovation and Opportunity Act (P.L. No. 113-128), in which the Project Facility is located. The Real Estate Holding Company agrees, where practicable, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the JTPA Entities.

(K) The Real Estate Holding Company acknowledges receipt of notice of Section 874(9) of the Act, which requires the Real Estate Holding Company, to complete and submit Form ST-60 to the Agency. The foregoing is required under Section 874(9) of the Act which requires the Agency to file within thirty (30) days of the date the Real Estate Holding Company is appointed the agent of the Agency, a statement with the New York State Department of Taxation and Finance, on a form and in such a manner as is prescribed by the Commissioner of Taxation and Finance, identifying the Real Estate Holding Company as agent of the Agency, setting forth the taxpayer identification number of the Real Estate Holding Company, giving a brief description of the goods and/or services intended to be exempted from sales and use taxes as a result of such appointment as agent, indicating an estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(L) The Real Estate Holding Company shall provide to the Agency any and all documentation or information requested by the Agency so that the Agency can comply with all of its reporting requirements under the Act.

(M) The Real Estate Holding Company hereby acknowledges that the exemption from mortgage recording tax authorized by the Agency as part of the Financial Assistance is limited by Section 874 of the Act.

(N) All Financial Assistance granted to the Real Estate Holding Company and the Operating Company by the Agency shall inure solely to the benefit of the Real Estate Holding Company and the Operating Company.

(O) The Real Estate Holding Company covenants that the Real Estate Holding Company shall determine whether the Project is a "covered project" pursuant to Section 224-a of Article 8 of the New York Labor Law and, if applicable, the Real Estate Holding Company shall comply with Section 224-a of Article 8 of the New York Labor Law; and the Real Estate Holding Company further covenants that the Real Estate Holding Company shall provide such evidence of the foregoing as requested by the Agency.

ARTICLE III

CONVEYANCE AND USE OF PROJECT FACILITY

SECTION 3.1. CONVEYANCE TO THE AGENCY. Pursuant to the Underlying Lease the Real Estate Holding Company has conveyed or will convey, or will cause to be conveyed, to the Agency a leasehold interest in the Land and all improvements located or to be located thereon. Pursuant to the Bill of Sale to Agency the Real Estate Holding Company has conveyed or will convey, or will cause to be conveyed, to the Agency title to the Facility Equipment. The Real Estate Holding Company hereby represents and warrants that it has a valid fee interest in the Land and has title to the portions of the Company Project Facility that exist on the Closing Date, free and clear from all Liens except for Permitted Encumbrances, and agrees that the Real Estate Holding Company will defend, indemnify and hold the Agency harmless from any expense or liability due to any defect in title thereto. The Real Estate Holding Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest a leasehold interest in the Agency and shall take all action necessary or appropriate to protect such leasehold interest against claims of any third Persons. The Real Estate Holding Company also agrees to pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a Lien affecting the Company Project Facility, except for Permitted Encumbrances.

SECTION 3.2. USE OF PROJECT FACILITY. Subsequent to the Closing Date, the Real Estate Holding Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the Basic Documents or the Act, provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act and does not tend, in the reasonable judgment of the Agency, to bring the Project Facility into disrepute as a public project.

SECTION 3.3. HAZARDOUS MATERIALS. (A) The Real Estate Holding Company represents, warrants and covenants that the Real Estate Holding Company has not used Hazardous Materials on, from or affecting the Project Facility in any manner that violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and, to the best of the Real Estate Holding Company's knowledge, no prior owner of the Project Facility or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Project Facility in any manner that violates any Applicable Law, including but not limited to those governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

(B) The Real Estate Holding Company shall keep or cause the Project Facility to be kept free of all Hazardous Materials, except as permitted in accordance with Applicable Laws. Without limiting the foregoing, the Real Estate Holding Company shall not cause or permit the Project Facility to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all Applicable Laws, nor shall the Real Estate Holding Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Real Estate Holding Company or any tenant or subtenant of the Real Estate Holding Company, an unlawful release of Hazardous Materials onto the Project Facility or onto any other property.

(C) The Real Estate Holding Company shall comply with, and ensure compliance by all tenants and subtenants of the Real Estate Holding Company with, all Applicable Laws regarding Hazardous Materials whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants of the Real Estate Holding Company obtain and comply with, any and all approvals, registrations or permits required thereunder.

(D) To the extent required by any State or federal environmental regulator, the Real Estate Holding Company shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up, remove or contain all Hazardous Material on, from or affecting the Project Facility (a) in accordance with all Applicable Laws, (b) to the satisfaction of the Agency, and (c) in accordance with the orders and directives of all federal, state and local governmental authorities and (2) defend, indemnify, and hold harmless the Agency and its employees, agents, officers and members from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials used, transported, stored, manufactured, refined, handled, produced or disposed of on or in the Project Facility which are on, from or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise, (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (c) any lawsuit brought or threatened, settlement reached, or any, government order relating to such Hazardous Materials, and/or (d) any violations of Applicable Laws that are based upon or in any way related to such Hazardous Materials, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Costs under this subsection (D) will be repaid immediately with interest at the Default Interest Rate or the maximum permitted by law, whichever is less.

(E) In the event the Project Facility is foreclosed by the Agency, or the Real Estate Holding Company tenders a deed in lieu of foreclosure, the Real Estate Holding Company shall deliver the Project Facility to the purchaser free of any and all Hazardous Materials (except Hazardous Materials the presence of which do not violate any Federal, State or local laws, ordinances, rules and regulations governing the use and storage of such materials), so that the condition of the Project Facility shall conform with all Applicable Laws affecting the Project Facility.

(F) The Real Estate Holding Company agrees that the Agency and its officers, agents or representatives, may with reasonable notice, at any reasonable time, and at the Real Estate Holding Company's expense, inspect the Real Estate Holding Company's books and records and inspect and conduct any tests on the Project Facility, including taking soil samples, in order to determine that the Real Estate Holding Company is in compliance with all Applicable Laws. The Agency may not exercise this right more than once a year.

SECTION 3.4. NON-MERGER. During the term of this Lease Agreement, there shall be no merger of this Lease Agreement nor of the leasehold estate created by this Lease Agreement with the fee estate in the Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Lease

Agreement or the leasehold estate created by this Lease Agreement or any interest in this Lease Agreement or in any such leasehold estate and (2) the fee estate in the Premises or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities including any mortgagee having any interest in (x) this Lease Agreement or the leasehold estate created by this Lease Agreement and (y) the fee estate in the Premises or any part thereof or any interest in such fee estate, shall join in a written instrument effecting such merger and shall duly record the same.

SECTION 3.5. COMPLIANCE WITH UNDERLYING LEASE. (A) Notwithstanding the granting of the leasehold interest created by the Underlying Lease in the Premises to the Agency pursuant to the Underlying Lease, the Real Estate Holding Company agrees, in consideration of the undertakings of the Agency set forth herein, that the Real Estate Holding Company will be and remain solely liable under the Underlying Lease for the performance of all covenants, agreements, obligations and duties of the Agency as tenant under the Underlying Lease, including but not limited to the making of all rental and other payments thereunder, and the Real Estate Holding Company will perform all of the covenants, agreements and obligations of the Agency as tenant under the Underlying Lease, at no expense to the Agency, in consideration of the execution and delivery by the Agency of the Basic Documents.

(B) The Real Estate Holding Company shall, on behalf of the Agency, (1) pay all rents, additional rents and other sums required to be paid by the Agency as tenant under and pursuant to the provisions of the Underlying Lease and (2) diligently perform and observe all of the terms, covenants and conditions of the Underlying Lease on the part, of the Agency, as tenant thereunder, to be performed and observed, unless such performance or observance shall be waived or not required in writing by the landlord under the Underlying Lease, to the end that all things shall be done which are necessary to keep unimpaired the rights of the Agency, as tenant, under the Underlying Lease.

SECTION 3.6. PUBLIC AUTHORITIES LAW REPRESENTATIONS. The parties hereto hereby acknowledge and agree that the Project Facility and the interest therein to be conveyed by this Lease Agreement are not “Property” as defined in Article 9, Title 5-A of the Public Authorities Law of the State because the Project Facility and the interests therein are securing the financial obligations of the Real Estate Holding Company. The Project Facility and the interests therein secure the obligations of the Real Estate Holding Company to the Agency under this Lease Agreement, including the Real Estate Holding Company’s obligation to acquire, reconstruct, equip and maintain the Project Facility on behalf of the Agency and the Real Estate Holding Company’s obligation to indemnify and hold harmless the Agency.

SECTION 3.7. SUBORDINATION OF LEASE AGREEMENT. This Lease Agreement and any and all modifications, amendments, renewals and extensions thereof is subject and subordinate (except with respect to the Unassigned Rights) to the Mortgage and any mortgage or mortgages that may be granted by the Agency and the Real Estate Holding Company on the Project Facility or any portion thereof and to any and all modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof.

ARTICLE IV

UNDERTAKING AND COMPLETION OF THE PROJECT

SECTION 4.1. ACQUISITION, EXPANSION, RECONSTRUCTION, INSTALLATION AND COMPLETION OF THE COMPANY PROJECT FACILITY. (A) The Real Estate Holding Company shall, on behalf of the Agency, promptly acquire, expand, reconstruct, install and complete the Company Project Facility, or cause the acquisition, expansion, reconstruction, installation and completion of the Company Project Facility, all in accordance with the Project description.

(B) No material change in the Project description shall be made unless the Agency shall have consented thereto in writing (which consent of the Agency shall not be unreasonably withheld or delayed).

(C) Title to all materials, equipment, machinery and other items of Property presently incorporated or installed in and which are a part of the Company Project Facility acquired by the Real Estate Holding Company as agent of the Agency, or any subagents, shall vest in the Agency immediately upon execution of the Bill of Sale to Agency. Title to all materials, equipment, machinery and other items of Property acquired by the Real Estate Holding Company as agent of the Agency or by any subagents, subsequent to the Closing Date and intended to be incorporated or installed in and to become part of the Company Project Facility shall vest in the Agency immediately upon deposit on the Land or incorporation or installation in the Company Project Facility, whichever shall first occur. The Real Estate Holding Company shall execute, deliver and record or file all instruments necessary or appropriate to vest title to the above in the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons.

(D) The Agency shall enter into, and accept the assignment of, such contracts as the Real Estate Holding Company may request in order to effectuate the purposes of this Section 4.1; provided, however, that the liability of the Agency thereunder shall be limited to the moneys of the Real Estate Holding Company available therefor.

(E) The Agency hereby appoints the Real Estate Holding Company as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Basic Documents, and the Real Estate Holding Company hereby accepts such appointment: (1) to acquire, expand, reconstruct, install and complete the Company Project Facility, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things that may, be requisite and proper, all for the acquisition, expansion, reconstruction, installation and completion of the Company Project Facility, with the same powers and with the same validity as the Agency could do if acting on its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Real Estate Holding Company and advanced for such purposes by the Real Estate Holding Company pursuant to this Lease Agreement, (3) to pay all fees, costs and expenses incurred in the acquisition, expansion, reconstruction, installation and completion of the Company Project Facility from funds made available therefor in accordance with this Lease

Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt or writing in connection with the acquisition, expansion, reconstruction, installation and completion of the Company Project Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same.

(F) Reserved.

(G) The Real Estate Holding Company has given or will give or cause to be given all notices and has complied or will comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on the Company Project Facility, and the Real Estate Holding Company will defend, indemnify and save the Agency and its officers, members, agents, servants and employees harmless from all fines and penalties due to failure to comply therewith. All permits and licenses necessary for the prosecution of work on the Company Project Facility shall be procured promptly by the Real Estate Holding Company.

(H) To the extent required by Applicable Law, the Real Estate Holding Company, on its own behalf or as agent of the Agency (as applicable), will cause (1) compliance with the requirements of Article 8 of the State Labor Law, and (2) any contractor, subcontractor and other person involved in the acquisition, expansion, reconstruction and installation of the Company Project Facility to comply with Article 8 of the State Labor Law. The covenant in this subsection is not intended as a representation that Article 8 of the State Labor Law applies to the Project. The Real Estate Holding Company also agrees to comply with the Agency's "Local Access Policy", a copy of which is attached hereto as Exhibit F and made a part hereof.

(I) The Real Estate Holding Company agrees, for the benefit of the Agency, to undertake and complete the Project and to pay all such sums as may be required in connection therewith. A leasehold interest in portions of the Company Project Facility acquired, constructed and installed at the Real Estate Holding Company's cost shall immediately upon such acquisition, expansion, reconstruction or installation vest in the Agency. The Real Estate Holding Company shall execute, deliver and record or file such instruments as the Agency may request in order to perfect or protect the Agency's interest to such portions of the Company Project Facility.

(J) No payment by the Real Estate Holding Company pursuant to this Section 4.1 shall entitle the Real Estate Holding Company to any reimbursement for any such expenditure from the Agency or to any diminution or abatement of any amounts payable by the Real Estate Holding Company under this Lease Agreement.

SECTION 4.2. COMPLETION OF THE COMPANY PROJECT FACILITY. The Real Estate Holding Company will proceed with due diligence to commence and complete the acquisition, expansion, reconstruction, installation and completion of the Company Project Facility. Completion of the same shall be evidenced by a certificate signed by an Authorized Representative of the Real Estate Holding Company delivered to the Agency stating (A) the date of such completion, (B) that all labor, services, materials and supplies used therefor and all costs and expenses in connection therewith have been paid, (C) that the acquisition, expansion, reconstruction and installation of the Company Project Facility has been completed, with the exception of ordinary punchlist items and work awaiting seasonal opportunity, (D) that the Real Estate Holding Company or the Agency has good and valid fee or leasehold interest in all Property constituting any portion of the Company Project Facility, free and clear of all Liens and encumbrances except Permitted Encumbrances, and (E) that the Company Project Facility is ready for occupancy, use and operation for its intended purposes. Notwithstanding the foregoing, such certificate may state (1) that it is given without prejudice to any rights of the Real Estate Holding Company against third parties that exist at the date of such certificate or which may subsequently come into being, (2) that it is given only for the purposes of this Section 4.2, and (3) that no Person other than the Agency may benefit therefrom. Such certificate shall be accompanied by a certificate of occupancy, or a letter from the local Governmental Authority stating that no certificate of occupancy is required, and any and all permissions, licenses or consents required of Governmental Authorities for the occupancy, operation and use of the Company Project Facility for its intended purposes have been issued. The Real Estate Holding Company agrees to use commercially reasonable efforts to cause the completion of the acquisition, expansion, reconstruction and installation of the Company Project Facility on or before the Completion Date, unless such date is extended by the Agency in its sole discretion.

SECTION 4.3. REMEDIES TO BE PURSUED AGAINST CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND THEIR SURETIES. In the event of a default by any contractor, subcontractor or materialman under a contract made by it in connection with the acquisition, expansion, reconstruction and installation of the Company Project Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship or performance guaranty, the Real Estate Holding Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Real Estate Holding Company and the Agency against the contractor, subcontractor or materialmen so in default and against each surety for the performance of such contract. The Real Estate Holding Company may, in its own name or, with the prior written consent of the Agency, in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety which the Real Estate Holding Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Real Estate Holding Company's sole expense, to cooperate fully with the Real Estate Holding Company and to take all action necessary to effect the substitution of the Real Estate Holding Company for the Agency in any such action or proceeding. The Real Estate Holding Company shall advise the Agency in writing of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Real Estate Holding Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall be used to the extent necessary to complete the Company Project Facility, and thereafter be paid to the Real Estate Holding Company for its own use.

ARTICLE V

DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE

SECTION 5.1. LEASE OF THE COMPANY PROJECT FACILITY. In consideration of the Real Estate Holding Company's covenant herein to make rental payments hereunder, and in consideration of the other covenants of the Real Estate Holding Company contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby agrees to demise and lease to the Real Estate Holding Company, and the Real Estate Holding Company hereby agrees to rent and lease from the Agency, the Agency's interest in the Company Project Facility, subject only to Permitted Encumbrances. The obligation of the Agency under this Section 5.1 to lease the Company Project Facility to the Real Estate Holding Company shall be subject to there being no Event of Default existing hereunder, or any other event which would, but for the passage of time, be such an Event of Default.

SECTION 5.2. DURATION OF THE LEASE TERM; QUIET ENJOYMENT. (A) The Agency shall deliver to the Real Estate Holding Company possession of the Company Project Facility, and the leasehold estate created hereby shall commence, on the Closing Date, and the Real Estate Holding Company shall accept possession of the Company Project Facility on the Closing Date.

(B) Except as otherwise provided in Article X hereof, the leasehold estate created hereby shall terminate on the earlier to occur of (1) June 18, 2027 or (2) the date that this Lease Agreement shall terminate pursuant to Article X or Article XI hereof.

(C) The Agency shall take no action, other than pursuant to Article X of this Lease Agreement, to prevent the Real Estate Holding Company from having quiet and peaceable possession and enjoyment of the Company Project Facility during the term of this Lease Agreement and will, at the written request of the Real Estate Holding Company and at the Real Estate Holding Company's expense, cooperate with the Real Estate Holding Company in order that the Real Estate Holding Company may have quiet and peaceable possession and enjoyment of the Company Project Facility.

SECTION 5.3. RENTAL PAYMENTS AND OTHER AMOUNTS PAYABLE. (A) The Real Estate Holding Company shall pay basic rental payments for the Company Project Facility as follows: on the date of execution and delivery of this Lease Agreement, the Real Estate Holding Company shall pay, as the basic lease payments due hereunder, (1) a single lump sum basic rental payment, equal to the Agency's administrative fee relating to the Project; and (2) the fees and expenses of counsel to the Agency relating to the Project.

(B) The Real Estate Holding Company shall pay an amount sufficient to pay the sums due under the Project Agreement at the times and in the manner provided for therein.

(C) Within thirty (30) days after receipt of a demand therefor from the Agency, the Real Estate Holding Company shall pay to the Agency the sum of the reasonable expenses (including attorney fees) of the Agency and the officers, members, agents and employees thereof incurred by reason of the Agency's ownership, leasing or sale of the Company Project Facility or in connection with the carrying out of the Agency's duties and obligations under this Lease Agreement or any of the other Basic Documents, and any other fee or expense of the Agency with respect to the Company Project Facility, the leasing or sale of the Company Project Facility to the Real Estate Holding Company, or any of the other Basic Documents, the payment of which is not otherwise provided for under this Lease Agreement.

(D) The Real Estate Holding Company agrees to make the above-mentioned payments, without any further notice, by check or wire transfer, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. In the event the Real Estate Holding Company shall fail to make any payment required by this Section 5.3 within ten (10) days of the date such payment is due, the Real Estate Holding Company shall pay the same, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less, from the date on which such payment was due until the date on which such payment is made.

SECTION 5.4. NATURE OF OBLIGATIONS OF THE REAL ESTATE HOLDING COMPANY HEREUNDER. (A) The obligations of the Real Estate Holding Company to make the payments required by this Lease Agreement and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Real Estate Holding Company and shall be absolute and unconditional irrespective of any defense or any right of set-off, recoupment, counterclaim or abatement that the Real Estate Holding Company may otherwise have against the Agency. The Real Estate Holding Company agrees that it will not suspend, discontinue or abate any payment required by, or fail to observe any of its other covenants or agreements contained in, this Lease Agreement, or terminate this Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, failure to complete the Project, any defect in the title, design, operation, merchantability, fitness or condition of the Company Project Facility or any part thereof or in the suitability of the Company Project Facility or any part thereof for the Real Estate Holding Company's purposes or needs, failure of consideration for destruction of or damage to, Condemnation of title to or the use of all or any part of the Company Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Lease Agreement.

(B) Nothing contained in this Section 5.4 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Lease Agreement, and, in the event the Agency should fail to perform any such agreement, the Real Estate Holding Company may institute such action against the Agency as the Real Estate Holding Company may deem necessary to compel performance or recover damages for non-performance (subject to the provisions of Section 12.11 hereof); provided, however, that the Real Estate Holding Company shall look solely to the Agency's estate and interest in the Company Project Facility for the satisfaction of any right or remedy of the Real Estate Holding Company for the collection of a judgment (or other judicial process) requiring the payment of money by the Agency in the event of any liability on the part of the Agency, and no other Property or assets of the Agency or of the members, officers, agents (other than the Real Estate Holding Company) or employees of the

Agency shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Real Estate Holding Company's remedies under or with respect to this Lease Agreement, the relationship of the Agency and the Real Estate Holding Company hereunder or the Real Estate Holding Company's use and occupancy of or purchase of or title to the Company Project Facility, or any other liability of the Agency to the Real Estate Holding Company.

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1. MAINTENANCE AND MODIFICATIONS OF THE COMPANY PROJECT FACILITY. (A) During the term of this Lease Agreement, the Real Estate Holding Company shall (1) keep the Company Project Facility in good condition and repair and preserve the same against waste, loss, damage and depreciation, ordinary wear and tear excepted, (2) make all necessary repairs and replacements to the Company Project Facility or any part thereof (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), and (3) operate the Company Project Facility in a sound and economic manner.

(B) The Real Estate Holding Company shall not make any structural additions, modifications or improvements to the Project Facility or any part thereof unless:

(1) the Real Estate Holding Company shall (a) give or cause to be given all notices and comply or cause compliance with all Applicable Laws applying to or affecting the conduct of work on such addition, modification or improvement to the Project Facility, or a part thereof, (b) defend and save the Agency and its officers, members, agents (other than the Real Estate Holding Company) and employees harmless from all fines and penalties due to failure to comply therewith, (c) promptly procure all permits and licenses necessary for the prosecution of any work described in this Section 6.1(B), and (d) pay all taxes assessed upon the Project Facility;

(2) the addition, modification or improvement to the Project Facility shall not constitute a default under any of the Basic Documents; and

(3) the Real Estate Holding Company shall furnish to the Agency, at least thirty (30) days prior to commencing such addition, modification or improvement to the Project Facility detailed plans and specifications therefor; provided, further, however, that such plans need not be furnished to the Agency for nonstructural additions, modifications or improvements to the Project Facility that do not exceed, at any one time, $250,000 in value.

SECTION 6.2. TAXES, ASSESSMENTS AND UTILITY CHARGES. (A) The Real Estate Holding Company agrees to pay or cause to be paid, as the same respectively become due and before any fine, penalty, interest (except interest that is payable in connection with legally permissible installment payments) or other cost may be added thereto or become due or be imposed by operation of law for the non-payment thereof, (1) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project Facility and any machinery, equipment or other Property installed or brought by the Real Estate Holding Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Project Facility or any part or component thereof, or the rental or sale of the Project Facility or any part thereof, and any taxes levied upon or with respect to the income or revenues of the Agency from the Project Facility, (2) 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 Project Facility, and (3) all assessments and charges of any kind whatsoever lawfully made against the Project Facility by any Governmental Authority for public improvements, provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Real Estate Holding Company shall be obligated hereunder to pay only such installments as are required to be paid during the term of this Lease Agreement.

(B) Notwithstanding the provisions of subsection (A) of this Section 6.2, the Real Estate Holding Company may in good faith actively contest any such taxes, assessments and other charges so contested to remain unpaid during the period of such proceedings and any appeal therefrom, provided, however, that (i) neither the Project 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 Real Estate Holding Company shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if any, as may be required in such proceedings or requested by the Agency.

(C) The Agency agrees that if it or the Real Estate Holding Company contests any taxes, assessments or other charges provided for in paragraph (B) of this section, all sums, if any, actually returned to the Agency as a result thereof will be promptly transmitted by the Agency to the Real Estate Holding Company and that the Real Estate Holding Company shall be entitled to retain all such amounts.

(D) Within thirty (30) days of receipt of written request therefor, the Real Estate Holding 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 or payment in lieu of tax.

(E) The parties shall not execute a payment in lieu of tax agreement in connection with the Project and the Real Estate Holding Company hereby acknowledge that the Agency shall not file a RP-412-a with the assessors of the affected tax jurisdictions and that the Project Facility shall remain subject to real property taxation throughout the term of this Lease Agreement.

SECTION 6.3. INSURANCE REQUIRED. During the term of this Lease Agreement, the Real Estate Holding Company shall maintain insurance with respect to the Project Facility against such risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(A) Insurance protecting the interests of the Real Estate Holding Company as the insured and the Agency as additional insured, as their interests may appear, against loss or damage to the Project Facility by fire, lightning, vandalism, malicious mischief and other perils normally insured against with a uniform extended coverage endorsement, such insurance at all times to be in an amount acceptable to the Real Estate Holding Company and the Agency.

(B) To the extent applicable, workers compensation insurance, disability benefits insurance and such other forms of insurance that the Real Estate Holding Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Real Estate Holding Company who are located at or assigned to the Project Facility or who are responsible for the acquisition, expansion, reconstruction and installation of the Project Facility.

(C) Insurance protecting the Real Estate Holding Company and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract (including, without limitation, the contractual liability assumed by the Real Estate Holding Company under Section 8.2 of this Lease Agreement) and arising from personal injury or death or damage to the Property of others caused by any accident or occurrence, with limits of not less than $1,000,000 per person per accident or occurrence on account of personal injury, including death resulting therefrom, and $500,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Real Estate Holding Company by any applicable workers' compensation law, and a separate umbrella liability policy protecting the Real Estate Holding Company and the Agency with a limit of not less than $4,000,000.

(D) During the construction period, if any (and for at least one year thereafter in the case of Products and Completed Operations as set forth below), the Real Estate Holding Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

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

ii. Comprehensive general liability providing coverage for:

Premises and Operations
Products and Completed Operations
Owners Protective
Contractors Protective
Contractual Liability
Personal Injury Liability
Broad Form Property Damage (including completed operations)
Explosion Hazard Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

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

iv. Excess "umbrella" liability providing liability insurance in excess of the coverages in (ii) and (iii) above with a limit of not less than $4,000,000.

(E) A policy or policies of flood insurance in an amount not less than the greater of $500,000 or the maximum amount of flood insurance available with respect to the Project 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.

(F) THE AGENCY DOES NOT IN ANY WAY REPRESENT THAT THE INSURANCE SPECIFIED HEREIN, WHETHER IN SCOPE OR COVERAGE OR LIMITS OF COVERAGE, IS ADEQUATE OR SUFFICIENT TO PROTECT THE REAL ESTATE HOLDING COMPANY'S BUSINESS OR INTEREST.

SECTION 6.4. ADDITIONAL PROVISIONS RESPECTING INSURANCE. (A) All insurance required by Section 6.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Real Estate Holding Company and authorized to write such insurance in the State and satisfactory and having a Best rating satisfactory to the Agency. 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 Real Estate Holding Company is engaged. All policies evidencing such insurance shall name the Real Estate Holding Company as insured and the Agency as additional insured, as their interests may appear, and provide for at least thirty (30) days' written notice to the Real Estate Holding Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof. The policy evidencing the insurance required by Section 6.3(C) hereof shall name the Agency as an additional insured on a primary and noncontributory basis with any coverage held by the Agency, if any. All policies evidencing the insurance required by Section 6.3(D)(ii), (iii) and (iv) shall name the Agency and the Real Estate Holding Company as additional insureds on a primary and noncontributory basis with any coverage held by the Agency, if any. All insurance required hereunder shall be in form, content and coverage satisfactory to the Agency. Certificates and policies satisfactory in form and substance to the Agency to evidence all insurance required hereby shall be delivered to the Agency on or before the Closing Date. The Real Estate Holding Company shall deliver to the Agency on or before the first Business Day of each calendar year thereafter 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 in the amounts and of the types required by Sections 6.3 and 6.4 hereof. At least thirty (30) days prior to the expiration of any such policy, the Real Estate Holding Company shall furnish to the Agency evidence that the policy has been renewed or replaced, or is no longer required by this Lease Agreement.

(B) All premiums with respect to the insurance required by Section 6.3 hereof shall be paid by the Real Estate Holding Company (or general contractor with respect to Section 6.3(D)); provided, however, that, if the premiums are not timely paid, the Agency may pay such premiums and the Real Estate Holding Company shall pay immediately upon demand all sums so expended by the Agency, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less.

SECTION 6.5. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.3 hereof shall be applied as follows: (A) the Net Proceeds of the insurance required by Section 6.3(A) hereof shall be applied as provided in Section 7.1 hereof, and (B) the Net Proceeds of the insurance required by Section 6.3(B) and 6.3(C) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. DAMAGE OR DESTRUCTION. (A) If the Project Facility shall be damaged or destroyed, in whole or in part:

(1) the Agency shall have no obligation to replace, repair, rebuild or restore the Project Facility.

(2) there shall be no abatement or reduction in the amounts payable by the Real Estate Holding Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is replaced, rebuilt or restored);

(3) the Real Estate Holding Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (B) of this Section 7.1, (a) the Real Estate Holding Company shall promptly replace, repair, rebuild or restore the Project Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Real Estate Holding Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project", as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Real Estate Holding Company (from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the replacement, repair, rebuilding or restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any insurance settlement provided by the Agency to the Real Estate Holding Company are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Real Estate Holding Company shall nonetheless complete such work and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any insurance settlement relating to the Project Facility, if any, remaining on deposit with the Agency after payment of all of the costs of such replacement, repair, rebuilding or restoration shall be paid to the Real Estate Holding Company for its own purposes.

(B) Notwithstanding anything to the contrary contained in subsection (A) of this Section 7.1, the Real Estate Holding Company shall not be obligated to replace, repair, rebuild or restore the Project Facility, and the Net Proceeds of any insurance settlement shall not be applied as provided in subsection (A) of this Section 7.1, if the Real Estate Holding Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Agency's leasehold interest in the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the total amount of the Net Proceeds collected under any and all policies of insurance covering the damage to or destruction of the Project Facility, or (2) the amount necessary to prepay the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all policies of insurance are less than the amount necessary to prepay Indebtedness in full, the Real Estate Holding Company shall pay to the Agency the difference between the Net Proceeds of such insurance and the amount necessary to prepay the Indebtedness in full.

(C) If all Indebtedness has been paid in full, all such Net Proceeds (or the balance thereof) shall be paid to the Real Estate Holding Company for its purpose.

(D) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Real Estate Holding Company may adjust all claims under any policies of insurance required by Section 6.3(A) hereof.

SECTION 7.2. CONDEMNATION. (A) To the knowledge of the Real Estate Holding Company, no condemnation or eminent domain proceeding has been commenced or threatened against any part of the Project Facility. The Real Estate Holding Company shall notify the Agency of the institution of any condemnation proceedings and, within seven days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(B) If title to, or the use of, all or any part of the Project Facility shall be taken by Condemnation:

(1) the Agency shall have no obligation to restore the Project Facility;

(2) there shall be no abatement or reduction in the amounts payable by the Real Estate Holding Company under this Lease Agreement or under any other Basic Document (whether or not the Project Facility is restored);

(3) the Real Estate Holding Company shall promptly give notice thereof to the Agency; and

(4) except as otherwise provided in subsection (C) of this Section 7.2, (a) the Real Estate Holding Company shall promptly restore the Project Facility (excluding any part of the Land or the Facility taken by Condemnation) as a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to such Condemnation, with such changes, alterations and modifications as may be desired by the Real Estate Holding Company and consented to in writing by the Agency, provided that such changes, alterations or modifications do not so change the nature of the Project Facility that it does not constitute a "project" as such quoted term is defined in the Act, or change the use of the Project Facility as specified in Section 3.2 hereof without the prior written consent of the Agency, and (b)(1) the Agency shall make available to the Real Estate Holding Company (from the Net Proceeds of any Condemnation award relating to the Project Facility, if any, on deposit with the Agency) such moneys as may be necessary to pay the costs of the restoration of the Project Facility, and in the event that the funds from the Net Proceeds of any Condemnation award on deposit with the Agency provided

by the Agency to the Real Estate Holding Company are not sufficient to pay in full the costs of such restoration, the Real Estate Holding Company shall nonetheless complete such restoration and shall pay from its own moneys that portion of the costs thereof in excess of such funds, and (2) any balance of such funds from the Net Proceeds of any Condemnation award, if any, remaining on deposit with the Agency after payment of all of the costs of such restoration shall be paid to the Real Estate Holding Company for its own purposes.

(C) Notwithstanding anything to the contrary contained in subsection (B) of this Section 7.2, the Real Estate Holding Company shall not be obligated to restore the Project Facility, and the Net Proceeds of any Condemnation award shall not be applied as provided in subsection (B) of this Section 7.2, if the Real Estate Holding Company shall notify the Agency that it elects to exercise its option under Article XI hereof to purchase the Agency's interest in the Project Facility. In such event, or if an Event of Default shall have occurred and be continuing, the lesser of (1) the Net Proceeds of any Condemnation award, or (2) the amount necessary to prepay all of the Indebtedness in full shall be applied to the prepayment of the Indebtedness in full. If the Net Proceeds collected under any and all Condemnation awards are less than the amount necessary to prepay the Indebtedness in full, the Real Estate Holding Company shall pay to the Agency the difference between such amounts and the Net Proceeds of such Condemnation awards so that the Indebtedness shall be prepaid in full.

(D) If all of the Indebtedness has been paid in full, all such Net Proceeds (or the balance thereof) shall be paid to the Real Estate Holding Company for its purposes.

(E) Unless an Event of Default under any of the Basic Documents shall have occurred and be continuing, the Real Estate Holding Company shall have sole control of any Condemnation proceeding with respect to the Project Facility or any part thereof and may negotiate the settlement of any such proceeding. The Real Estate Holding Company shall notify the Agency of the institution of any condemnation proceedings and, within seven days after inquiry from the Agency, inform the Agency in writing of the status of such proceeding.

(F) The Agency shall, at the expense of the Real Estate Holding Company, cooperate fully with the Real Estate Holding Company in the handling and conduct of any such Condemnation proceeding. In no event shall the Agency voluntarily settle, or consent to the settlement of, any such Condemnation proceeding without the written consent of the Real Estate Holding Company.

SECTION 7.3. ADDITIONS TO THE PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 or 7.2, whether or not requiring the expenditure of the Real Estate Holding Company's own money, shall automatically become part of the Project Facility as if the same were specifically described herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. NO WARRANTY OF CONDITION OR SUITABILITY BY THE AGENCY; ACCEPTANCE "AS IS". THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT FACILITY OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE PROJECT FACILITY OR ANY PART THEREOF FOR THE REAL ESTATE HOLDING COMPANY'S PURPOSES OR NEEDS. THE REAL ESTATE HOLDING COMPANY SHALL ACCEPT TITLE TO THE PROJECT FACILITY "AS IS", WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE AGENCY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

SECTION 8.2. HOLD HARMLESS PROVISIONS. (A) The Real Estate Holding Company hereby releases the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees from, agrees that the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees shall not be liable for and agrees to indemnify, defend and hold the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees harmless from and against any and all claims, causes of action, judgments, liabilities, damages, losses, costs and expenses arising as a result of the Agency's undertaking the Project, including, but not limited to, (1) liability for loss or damage to Property or bodily injury to or death of any and all Persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the Project 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 Project Facility, (2) liability arising from or expense incurred by the Agency's acquiring, expanding, reconstructing, equipping, installing, owning, leasing or selling the Project Facility, including, without limiting the generality of the foregoing, any sales or use taxes which may be payable with respect to goods supplied or services rendered with respect to the Project Facility, all liabilities or claims arising as a result of the Agency's obligations under this Lease Agreement or any of the other Basic Documents or the enforcement of or defense of validity of any provision of any of the Basic Documents, (3) all claims arising from the exercise by the Real Estate Holding Company of the authority conferred on it pursuant to Section 4.1(E) hereof, and (4) all causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents (other than the Real Estate Holding Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its officers, members, agents (other than the Real Estate Holding Company) or employees and notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

(B) In the event of any claim against the Agency or its members, officers, agents (other than the Real Estate Holding Company) or employees by any employee of the Real Estate Holding Company or any contractor of the Real Estate Holding Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Real Estate Holding Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Real Estate Holding Company or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

(C) To effectuate the provisions of this Section 8.2, the Real Estate Holding Company agrees to provide for and insure, in the liability policies required by Section 6.3(C) of this Lease Agreement, its liabilities assumed pursuant to this Section 8.2.

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

(E) Notwithstanding anything contained in this Lease Agreement to the contrary, whenever the Real Estate Holding Company is obligated under this Lease Agreement to indemnify and hold harmless the Agency, its directors, members, officers, agents (except the Real Estate Holding Company), or employees, the Real Estate Holding Company shall be given prompt notice of any matter that arises requiring indemnification, but failure to give such notice shall not constitute a defense hereunder nor in any way impair the obligations of the Real Estate Holding Company under this Section provided that such failure does not materially prejudice the Real Estate Holding Company in its ability to defend the Agency or materially impair the Real Estate Holding Company defense. The Real Estate Holding Company shall have the right to defend the Agency its directors, members, officers, agents (except the Real Estate Holding Company), and employees, and provided the Real Estate Holding Company promptly and continuously thereafter defends the Agency, its directors, members, officers, agents (except the Real Estate Holding Company), and employees, no other attorney's fees of the Agency its directors, members, officers, agents (except the Real Estate Holding Company), and employees shall be payable by the Real Estate Holding Company.

(F) Notwithstanding the provisions of subsection (E) hereof, the Agency retains the right to defend itself in any action or actions covered by the indemnities in this Lease Agreement, which in the reasonable opinion of the Agency, its directors, members, officers, agents (except the Real Estate Holding Company), or employees, Independent Counsel is necessary to protect the interests of the Agency due to the failure or inability of the Real Estate Holding Company to defend the Agency consistent with contemporary legal standards. In any such defense of itself, the Agency shall select its own counsel, and any and all reasonable out-of-pocket costs of such defense, including, without limitation, reasonable attorney and disbursement fees, court costs, and litigation expenses shall be paid by the Real Estate Holding Company.

SECTION 8.3. RIGHT OF ACCESS TO THE PROJECT FACILITY. The Real Estate Holding Company agrees that the Agency and its duly authorized agents shall have the right at all reasonable times to enter upon and to examine and inspect the Project Facility. The Real Estate Holding Company further agrees that the Agency shall have such rights of access to the Project Facility as may be reasonably necessary to cause the proper maintenance of the Project Facility in the event of failure by the Real Estate Holding Company to perform its obligations hereunder.

SECTION 8.4. COMPANY NOT TO TERMINATE EXISTENCE OR DISPOSE OF ASSETS. (A) The Real Estate Holding Company agrees that, during the term of this Lease Agreement, it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or, merge into another entity, or permit one or more entities to consolidate with or merge into it, except with the Agency's written consent, which consent shall be given in the Agency's sole discretion.

(B) The Real Estate Holding Company agrees that, during the term of this Lease Agreement, it will not assign or otherwise transfer or allow an assignment or transfer, of a controlling interest in the Real Estate Holding Company, whether by operation of law or otherwise (including, without limitation, by way of a merger, consolidation or a change of control whereby the current existing equity holders of the Real Estate Holding Company, as of the date of the Application, would own, in the aggregate, less than a majority of the total combined voting power of all classes of equity interest in the Real Estate Holding Company or any surviving entity), without the prior written consent of the Agency, which consent shall not be unreasonably withheld, delayed or conditioned.

SECTION 8.5. AGREEMENT TO PROVIDE INFORMATION. The Real Estate Holding Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Real Estate Holding Company, its finances and other topics as the Agency from time to time reasonably considers necessary or appropriate, including, but not limited to, such information as to enable the Agency to make any reports required by law or governmental regulation. Without limiting the foregoing, the Real Estate Holding Company further agrees whenever requested by the Agency to provide and certify or cause to be provided and certified such information concerning the Real Estate Holding Company, its finances, its operations, its employment and its affairs necessary to enable the Agency to make any report required by law, governmental regulation, including, without limitation, any reports required by the Act or the Public Authorities Accountability Act of 2005 and the Public Authorities Reform Act of 2009, as amended from time to time, or any other reports required by the New York State Authorities Budget Office or the Office of the State Comptroller or any of the Basic Documents. Such information shall be provided within thirty (30) days following written request from the Agency.

SECTION 8.6. BOOKS OF RECORD AND ACCOUNT; COMPLIANCE CERTIFICATES. (A) The Real Estate Holding Company agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Real Estate Holding Company.

(B) As soon as possible after the end of each fiscal year of the Real Estate Holding Company, but in any event within thirty (30) days after such date, the Real Estate Holding Company shall furnish to the Agency a certificate of an Authorized Representative of the Real Estate Holding Company stating that no Event of Default hereunder has occurred or is continuing or, if any Event of Default exists, specifying the nature and period of existence thereof and what action the Real Estate Holding Company has taken or proposes to take with respect thereto.

SECTION 8.7. COMPLIANCE WITH APPLICABLE LAWS. (A) The Real Estate Holding Company agrees, for the benefit of the Agency, that it will, during the term of this Lease Agreement, promptly comply with all Applicable Laws.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Real Estate Holding Company may in good faith actively contest the validity or the applicability of any Applicable Law, provided that the Real Estate Holding Company (1) first shall have notified the Agency in writing of such contest, (2) is not in default under any of the Basic Documents, (3) shall have set aside adequate reserves for any such requirement, and (4) demonstrates to the reasonable satisfaction of the Agency that noncompliance with such Applicable Law will not subject the Project Facility or any part thereof to loss or forfeiture. Otherwise, the Real Estate Holding Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

(C) Notwithstanding the provisions of subsection (B) of this Section 8.7, if the Agency or any of its members, officers, agents (other than the Real Estate Holding Company), servants or employees may be liable for prosecution for failure to comply therewith, the Real Estate Holding Company shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.8. DISCHARGE OF LIENS AND ENCUMBRANCES. The Real Estate Holding Company hereby agrees not to create or suffer to be created any Lien on any Properties of the Agency (other than the Permitted Encumbrances) or on any funds of the Agency applicable to the Project Facility.

SECTION 8.9. PERFORMANCE OF THE REAL ESTATE HOLDING COMPANY'S OBLIGATIONS. Should the Real Estate Holding Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, without notice to or demand on the Real Estate Holding Company and without releasing the Real Estate Holding Company from any obligation herein, make or do the same, including, without limitation, appearing in and defending any action purporting to affect the rights or powers of the Real Estate Holding Company or the Agency, and paying all fees, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Agency in connection therewith, and the Real Estate Holding Company shall pay immediately upon demand all sums so incurred or expended by the Agency under the authority hereof, together with interest thereon at the Default Interest Rate or the maximum rate permitted by law, whichever is less.

SECTION 8.10. DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Real Estate Holding Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portion of the Project Facility pursuant to Sections 167 and 168 of the Code and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility that constitutes "Section 38 Property" and to all other State and/or federal income tax deductions and credits that may be available with respect to the Project Facility.

SECTION 8.11. EMPLOYMENT OPPORTUNITIES. The Real Estate Holding 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 Project 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 No. 97-300), as superseded by Workforce Innovation and Opportunity Act (PL No. 113-128) in which the Project Facility is located (collectively, the "Referral Agencies"). Such job opportunities required to be listed with the Agency shall include internships. The Real Estate Holding Company also agrees, and shall cause the Operating Company and any and all other sublessees to agree, 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 programs who shall be referred by the Referral Agencies. The Real Estate Holding Company also covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will list and will cause the Operating Company to list all available job openings and internships on the Agency's website for the duration of the term of this Lease Agreement.

SECTION 8.12. IDENTIFICATION OF THE FACILITY EQUIPMENT. All Facility Equipment that is or may become part of the Project Facility pursuant to the provisions of this Lease Agreement shall be properly identified by the Real Estate Holding Company by such appropriate records, including computerized records, as may be approved by the Agency.

SECTION 8.13. MORTGAGES. The Agency and the Real Estate Holding Company agree to grant a mortgage in the Project Facility to the extent financed with the proceeds of a loan to the lender of such loan (in which event the Lien thereby created shall be deemed a Permitted Encumbrance), if the mortgage is in a standard form and substance acceptable to the Agency in its sole and absolute discretion and pre-approved by the Agency (and the Agency agrees to not unreasonably withhold or delay its approval of such standard form mortgage) and if the mortgage contains the following provisions:

> Section __. No Recourse Against Agency. The general credit of the Agency is not obligated or available for the payment of the loan or any amount due and owing under the loan or the mortgage. The lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the indebtedness evidenced by this mortgage or the loan documentation or any covenant, stipulation, promise, agreement or obligation contained herein or therein.

In enforcing its rights and remedies under this mortgage or the loan documentation, the lender will look solely to the collateral covered by the security interest granted by this mortgage and/or the Real Estate Holding Company for the payment of the indebtedness secured by this mortgage or the loan documentation and for the performance of the provisions hereof or thereof. The lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency (other than the Real Estate Holding Company) and will not institute any separate action against the Agency by reason of any default that may occur in the performance of any of the terms and conditions of this mortgage or the loan documentation. This agreement on the part of the lender shall not be construed in any way so as to effect or impair the lien of this mortgage or the lender's right to foreclose or collect hereunder as provided by law or construed in any way so as to limit or restrict any of the rights or remedies of the lender in any foreclosure or collection proceedings or other enforcement of payment of the indebtedness secured hereby out of and from the security given therefor. All covenants, stipulations, promises, agreements and obligations are the Agency's and not of any member, director, officer, employee or agent (other than the Real Estate Holding Company) of the Agency in his or her individual capacity, and no recourse shall be had for the payment of the principal of any debt or interest thereon or for any claim based thereon or hereunder against any member, director, officer, employee or agent (other than the Real Estate Holding Company) of the Agency or any natural person executing this mortgage on behalf of the Agency. No covenant contained herein shall be deemed to constitute a debt of the State of New York or the County of Onondaga, New York and neither the State of New York nor the County of Onondaga, New York shall be liable on any covenant contained herein, nor shall any obligations hereunder be payable out of any funds of the Agency.

No order or decree of specific performance with respect, to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Real Estate Holding Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees against all liability expected to be incurred as a result of compliance with such request.

Section ___. Hold Harmless Provisions. (a) The Real Estate Holding Company agrees that the Agency, its directors, members, officers, agents (other than the Real Estate Holding Company) and employees shall not be liable for and agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (other than the Real Estate Holding Company and the Operating 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 Project Facility or arising by reason of or in connection with the use thereof or under this mortgage or any of the loan documentation, or (ii) liability arising from or expense incurred by the Agency's acquisition, installation, owning, leasing or financing of the Project Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Real Estate Holding Company of any of its covenants contained herein or under any of the loan documentation and all causes of action and reasonable attorneys' fees (whether by reason of third party claims or by reason of the enforcement of any provision of the mortgage (including, without limitation, this Section)) and any other expenses incurred in defending any claims, suits or actions which may arise as a result 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, officers, agents (other than the Real Estate Holding Company) or employees. The foregoing indemnities shall apply irrespective of the breach of a statutory obligation on the part of the Agency, or any of its members, directors, officers, agents, or employees or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law, and upon the application of such prohibition by the final judgment or decision of a competent court of law, the remaining provisions of these indemnities shall remain in full force and effect.

(b) Notwithstanding any other provisions of this mortgage, the obligations of the Real Estate Holding Company pursuant to this Section ___ shall remain in full force and effect after the satisfaction of this mortgage 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 reasonable expenses and charges incurred by the Agency, or its respective members, directors, officers, agents (other than the Real Estate Holding Company) 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 (other than the Real Estate Holding Company and the Operating Company) or employees by any employee or contractor of the Real Estate Holding Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Real Estate Holding 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 act.

(d) Notwithstanding anything contained in this mortgage to the contrary, whenever the Real Estate Holding Company is obligated under this mortgage to indemnify and hold harmless the Agency, its directors, members, officers, agents (except the Real Estate Holding Company), or employees, the Real Estate Holding Company shall be given prompt notice of any matter that arises requiring indemnification, but failure to give such notice shall not constitute a defense hereunder nor in any way impair the obligations of the Real Estate Holding Company under this Section provided that such failure does not materially prejudice the Real Estate Holding Company in its ability to defend the Agency or materially impair the Real Estate Holding Company's defense. The Real Estate Holding Company shall have the right to defend the Agency, its directors, members, officers, agents (other than the Real Estate Holding Company), and employees, and provided the Real Estate Holding Company promptly and continuously thereafter defends the Agency, its directors, members, officers, agents (other than the Real Estate Holding Company), and employees, no other attorneys' fees of the Agency, its directors, members, officers, agents (other than the Real Estate Holding Company), and employees shall be payable by the Real Estate Holding Company.

(e) Notwithstanding the provisions of subsection (d) hereof, the Agency retains the right to defend itself in any action or actions covered by the indemnities in this mortgage, which in the reasonable opinion of the Agency, its directors, members, officers, agents (other than the Real Estate Holding Company), or employees, independent counsel is necessary to protect the interests of the Agency due to the failure or inability of the Real Estate Holding Company to defend the Agency consistent with contemporary legal standards. In any such defense of itself, the Agency shall select its own counsel, and any and all reasonable out-of-pocket costs of such defense, including, without limitation, attorney and disbursement fees, court costs, and litigation expenses shall be paid by the Real Estate Holding Company.

Section ___. Recordation of Mortgage. The Agency covenants that it will record or cause this mortgage to be duly recorded in all offices where recordation thereof is necessary.

Section___. Termination of Lease Agreement. Upon the termination of the Lease Agreement for any reason whatsoever, and at the sole cost and expense of the Real Estate Holding Company, the Lender shall prepare, execute and deliver to the

Agency and the Real Estate Holding Company, and the Real Estate Holding Agency and the Company shall execute, any documents necessary to amend this mortgage to remove the Agency as a party hereto.

SECTION 8.14. FINANCING AND REFINANCING OF THE COMPANY PROJECT FACILITY. Over the term of this Lease Agreement, the Agency, with prior approval of the Agency, agrees to reasonably cooperate with the Real Estate Holding Company in connection with any financing or refinancing of the indebtedness encumbering the Project Facility. In connection with any refinancing by the Real Estate Holding Company of such indebtedness, the Agency will execute and deliver all such documents and/or instruments reasonably required by the Real Estate Holding Company's lender in connection with such refinancing, provided that such documents or instruments are those to which the Agency is typically a party; and further provided, that such documents or instruments include the Agency's standard non-recourse/special obligation language that is contained in Section 8.13, and further subject to the approval of an Authorized Representative of the Agency and the Agency's legal counsel as to form and content of the document. In all cases the Real Estate Holding Company shall pay any reasonable out-of-pocket expenses and fees of the Agency in connection with the Mortgage Loan, any financing or refinancing of the indebtedness encumbering the Company Project Facility including, without limitation, any Agency administrative fee and any reasonable attorney's fees.

ARTICLE IX

ASSIGNMENTS; MERGER OF THE AGENCY

SECTION 9.1. ASSIGNMENT OF THIS LEASE AGREEMENT. Except as otherwise provided in Section 8.4 hereof, this Lease Agreement may not be assigned by the Real Estate Holding Company, in whole or in part, without the prior written consent of the Agency.

SECTION 9.2. MERGER OF THE AGENCY. (A) Nothing contained in this Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to, any other public benefit corporation of the State or political subdivision thereof which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all of the agreements and conditions of this Lease Agreement and other Basic Documents 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 Agency's rights and interests under this Lease Agreement shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the Agency shall give notice thereof in reasonable detail to the Real Estate Holding Company. The Agency shall promptly furnish to the Real Estate Holding Company such additional information with respect to any such consolidation, merger or assignment as the Real Estate Holding Company may reasonably request.

SECTION 9.3. SALE OR LEASE OF THE PROJECT FACILITY. (A) The Real Estate Holding Company may not sell, lease, transfer, convey or otherwise dispose of the Company Project Facility or any part thereof without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed; provided, however, notwithstanding the foregoing, the Real Estate Holding Company may sublease the Company Project Facility to the Operating Company pursuant to the Sublease Agreement without any further Agency approval.

(B) Notwithstanding anything to the contrary contained in this Lease Agreement, in any instance after the Completion Date where the Real Estate Holding Company determines that any portion of the Company Project Facility has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Real Estate Holding Company may remove such portion of the Company Project Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part, without the prior written consent of the Agency, provided that such removal will not materially impair the value of the Company Project Facility as collateral and provided the same is forthwith replaced with similar items. At the request of the Real Estate Holding Company, the Agency shall execute and deliver to the Real Estate Holding Company all instruments necessary or appropriate to enable the Real Estate Holding Company to sell or otherwise dispose of any such item of Property free from the Liens of the Basic Documents. The Real Estate Holding Company shall pay all costs and expenses (including attorney fees) incurred in transferring title to and releasing from the Liens of the Basic Documents any item of Property removed pursuant to this Section 9.3.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. EVENTS OF DEFAULT DEFINED. (A) The following shall be "Events of Default" under this Lease Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(1) A default by the Real Estate Holding Company in the due and punctual payment of the amounts specified to be paid pursuant to subsections (B) and (C) of Section 5.3 hereof.

(2) A default by the Real Estate Holding Company in the due and punctual payment of the amounts specified to be paid pursuant to Section 5.3 (other than subsections (B) and (C)) hereof, and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Real Estate Holding Company.

(3) A default in the performance or observance of any other of the covenants, conditions or agreements on the part of the Real Estate Holding Company in this Lease Agreement and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the Agency to the Real Estate Holding Company, provided that, if such default is capable of cure but cannot be cured within such thirty (30) day period, the failure of the Real Estate Holding Company to commence to cure within such thirty (30) day period and to prosecute the same with due diligence.

(4) The occurrence of an "Event of Default" under any other Basic Document.

(5) Any representation or warranty made by the Real Estate Holding Company herein or in any other Basic Document proves to have been false at the time it was made.

(6) The Real Estate Holding Company shall generally not pay its debts as such debts become due or admits its inability to pay its debts as they become due.

(7) The Real Estate Holding Company shall conceal, remove or permit to be concealed or removed any of its Property, with intent to hinder, delay or defraud its creditors, or any one of them, or shall make or suffer a transfer of any of its Property which is fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall make any transfer of its Property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall suffer or permit, while insolvent, any creditor to obtain a Lien upon any of its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof.

(8) (a) The filing by the Real Estate Holding Company (as debtor) of a voluntary petition under Title 11 of the United States Code or any other federal or state bankruptcy statute, (b) the failure by the Real Estate Holding Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair

the Real Estate Holding Company's ability to carry out its obligations hereunder, (c) the commencement of a case under Title 11 of the United States Code against the Real Estate Holding Company as the debtor or commencement under any other federal or state bankruptcy statute of a case, action or proceeding against the Real Estate Holding Company and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days, (d) the entry of an order for relief by a court of competent jurisdiction under Title 11 of the United States Code or any other federal or state bankruptcy statute with respect to the debts of the Real Estate Holding Company, or (e) in connection with any insolvency or bankruptcy case, action or proceeding, appointment by final order, judgment or decree of a court of competent jurisdiction of a receiver or trustee of the whole or a substantial portion of the Property of the Real Estate Holding Company, unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of such appointment.

(9) The imposition of a Lien on the Project Facility other than a Permitted Encumbrance and the failure to remove same or otherwise address to the satisfaction of the Agency within thirty (30) days of notice of same.

(10) The removal of the Project Facility, or any portion thereof, outside the County of Onondaga, New York, without the prior written consent of the Agency, other than in connection with a removal under Section 9.3(B) hereof.

(11) A failure of the Operating Company to fulfill any of its obligations under the Equipment Lease Agreement shall have occurred and be continuing.

(B) Notwithstanding the provisions of Section 10.1(A) hereof, if by reason of force majeure (as hereinafter defined) either party hereto shall be unable, in whole or in part, to carry out its obligations under this Lease Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Agency within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Lease Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (B) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary in this subsection (B), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Real Estate Holding Company to make the payments required by Sections 4.1(I), 5.3 and 6.2 hereof, to obtain and continue in full force and effect the insurance required by Article VI hereof, to provide the indemnity required by Sections 3.3 and 8.2 hereof and to comply with the provisions of Sections 2.2(G), 8.2, 8.4, 8.5 and 8.7(C) hereof. The term "force majeure" as used herein shall include acts outside of the control of the Agency and the Real Estate Holding Company, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any kind of any Governmental Authority 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, partial or entire failure of utilities, or any other cause or event not reasonably within the control of the party claiming such inability. 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 or 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 hereunder shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) declare, by written notice to the Real Estate Holding Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, (a) all amounts payable pursuant to Section 5.3 hereof, and (b) all other payments due under this Lease Agreement or any of the other Basic Documents;

(2) re-enter and take possession of the Project Facility, enforce or terminate this Lease Agreement, sell its interest in the Project Facility, subject to Permitted Encumbrances, at public or private sale, as a whole or piecemeal, for such consideration as may be deemed appropriate in the circumstances, and hold the Real Estate Holding Company liable for the amount, if any, by which the aggregate unpaid amounts due hereunder exceed the Net Proceeds received upon such sale, or manage and operate the Project Facility, collect all or any rents accruing therefrom, let or relet the Project Facility or any part thereof for the Agency's own account or the account of the Real Estate Holding Company, holding the Real Estate Holding Company liable for payments due up to the effective date of such leasing and for the difference in the rent and other amounts paid by the lessee pursuant to such lease and the rental payments and other amounts payable by the Real Estate Holding Company hereunder, cancel or modify leases, evict tenants, bring or defend any suits in connection with the possession of the Project Facility in its own name or in the Real Estate Holding Company's name, make repairs as the Agency deems appropriate, and perform such other acts in connection with the management and operation of the Project Facility as the Agency, in its discretion, may deem proper; or

(3) terminate this Lease Agreement and convey to the Real Estate Holding Company all the Agency's title and interest in and to the Company Project Facility (the conveyance of the Agency's title and interest in and to the Company Project Facility shall be effected by the execution and delivery by the Agency of the Assignment to Company and the Bill of Sale to Company; the Real Estate Holding Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from any such transfer of title.); or

(4) take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Real Estate Holding Company under this Lease Agreement.

(B) No action taken pursuant to this Section 10.2 (including repossession of the Company Project Facility) shall relieve the Real Estate Holding Company from its obligations to make all payments required by this Lease Agreement and the other Basic Documents.

SECTION 10.3. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease Agreement or 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.

SECTION 10.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Real Estate Holding Company should default under any of the provisions of this Lease Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreement on the part of the Real Estate Holding Company herein contained, the Real Estate Holding Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, whether an action is commenced or not.

SECTION 10.5. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained herein should be breached by either party and thereafter such breach be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS AND OBLIGATION TO PURCHASE

SECTION 11.1. EARLY TERMINATION OF THIS LEASE AGREEMENT. The Real Estate Holding Company shall have the option to terminate this Lease Agreement prior to the termination date specified in Section 5.2 hereof by filing with the Agency a certificate signed by an Authorized Representative of the Real Estate Holding Company stating the Real Estate Holding Company's intention to do so pursuant to this Section 11.1 and the payment of all amounts due pursuant to the terms of this Lease Agreement.

SECTION 11.2. OBLIGATION TO SELL AND PURCHASE THE COMPANY PROJECT FACILITY. Contemporaneously with the termination of this Lease Agreement in accordance with Section 5.2 or Section 11.1 hereof, the Agency shall sell and the Real Estate Holding Company shall purchase all the Agency's right, title and interest in and to the Company Project Facility for a purchase price equal to the sum of One Dollar ($1.00), plus payment of all sums due and payable to the Agency and Agency Counsel pursuant to this Lease Agreement and the other Basic Documents. The obligation of the Agency under this Section 11.2 to convey the Company Project Facility to the Real Estate Holding Company will be subject to there being no Event of Default existing hereunder or under any other Basic Document, or any other event which would, but for the passage of time or the giving of notice, or both, be such an Event of Default.

SECTION 11.3. CONVEYANCE ON PURCHASE OF THE COMPANY PROJECT FACILITY. (A) At the closing of any purchase of the Agency's interest in the Company Project Facility pursuant to Section 11.2 hereof, the Agency shall, upon the satisfaction of the conditions set forth in Section 11.1 and Section 11.2 hereof, as appropriate, deliver to the Real Estate Holding Company all necessary documents (1) to convey to the Real Estate Holding Company all the Agency's right, title and interest in and to the Property being purchased, as such property then exists, subject only to the following: (a) any Liens or title defects to which title to such Property was subject when conveyed to the Agency, (b) any Liens created by or at the request of the Real Estate Holding Company or to the creation of which the Real Estate Holding Company consented, (c) any Permitted Encumbrances, and (d) any Liens resulting from the failure of the Real Estate Holding Company to perform or observe any of the agreements on its part contained in this Lease Agreement or arising out of an Event of Default; and (2) to release and convey to the Real Estate Holding Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance settlements or Condemnation awards with respect to the Company Project Facility (but not including amounts relating to the Unassigned Rights).

(B) The sale and conveyance of the Agency's right, title and interest in and to the Company Project Facility shall be effected by the execution and delivery by the Agency to the Real Estate Holding Company of the Assignment to Company (an unexecuted copy of which is attached hereto as Exhibit C and by this reference made a part hereof). The sale and conveyance of the Agency's right, title and interest in and to the Facility Equipment shall be effected by the execution and delivery by the Agency to the Real Estate Holding Company of the Bill of Sale to Company (an unexecuted copy of which is attached hereto as Exhibit D and by this reference made a part hereof). The termination of this Lease Agreement shall be effected by the execution and delivery of the Real Estate Holding Company and the Agency of the Termination of Lease Agreement (an unexecuted copy of which is attached hereto as Exhibit E and by this reference made a part hereof). The Real Estate Holding Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfers of leasehold interest or title. In the event of a termination of the Underlying Lease and this Lease Agreement resulting from the exercise by the Agency of its remedies under Section 10.2 hereof, the Agency shall have the right to execute an appropriate Assignment to Company, Bill of Sale to Company and Termination of Lease Agreement (collectively, the "Termination Documents") with respect to the Company Project Facility and to place the same on record in the Onondaga County Clerk's office, at the sole cost and expense of the Real Estate Holding Company and in such event the Real Estate Holding Company waives delivery and acceptance of the Termination Documents and the Real Estate Holding 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 execute such Termination Documents, together with all affidavits, questionnaires and other documentation necessary to effectuate the recording of such Termination Documents.

(C) The Real Estate Holding Company agrees to prepare the Assignment to Company and/or the Bill of Sale to Company and/or the Termination of Lease Agreement and all schedules thereto, together with all equalization and assessment forms and other necessary documentation, and to forward same to the Agency at least thirty (30) days prior to the date that the Agency's interest in the Project Facility or any portion thereof is to be conveyed to the Real Estate Holding Company.

(D) The Real Estate Holding Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from the transfers contemplated by this Section 11.3.

(E) This Lease Agreement shall survive the transfer of the Project Facility to the Real Estate Holding Company pursuant to this Section 11.3 and shall remain in full force and effect until all of the Indebtedness shall have been paid in full, and thereafter the obligations of the Real Estate Holding Company shall survive as set forth in Section 12.9 hereof.

(F) Upon the payment in full of all Indebtedness under or secured by this Lease Agreement, and notwithstanding the survival of certain obligations of the Real Estate Holding Company as described in Section 12.9 hereof, the Agency shall upon the request of the Real Estate Holding Company execute and deliver to the Real Estate Holding Company such documents as the Real Estate Holding Company may reasonably request, in recordable form if so requested, to evidence the termination and release of all Liens granted to the Agency hereunder.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. NOTICES: (A) All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE REAL ESTATE HOLDING COMPANY:

1200 State Fair Blvd., LLC
1200 State Fair Boulevard
Syracuse, New York 13209
Attention: James P. Ranalli, III, Manager

WITH A COPY TO:

Costello, Cooney & Fearon PLLC
211 West Jefferson Street
Syracuse, New York 13202
Attention: Robert Smith, Esq.

IF TO THE AGENCY:

Onondaga County Industrial Development Agency
335 Montgomery Street, 2nd Floor
Syracuse, New York 13202
Attention: Executive Director

WITH A COPY TO:

Barclay Damon LLP
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
Attention: Jeffrey W. Davis, Esq.

(C) The Agency and the Real Estate Holding Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communication shall be sent.

SECTION 12.2. BINDING EFFECT. This Lease Agreement shall inure to the benefit of the Agency and the Real Estate Holding Company and shall be binding upon the Agency, the Real Estate Holding Company and, as permitted by this Lease Agreement, their respective successors and assigns.

SECTION 12.3. SEVERABILITY. If any one or more of the covenants or agreements provided herein on the part of the Agency or the Real Estate Holding Company to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Lease Agreement.

SECTION 12.4. AMENDMENT. This Lease Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

SECTION 12.5. EXECUTION OF COUNTERPARTS. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.6. APPLICABLE LAW. This Lease Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

SECTION 12.7. LIST OF ADDITIONAL FACILITY EQUIPMENT; FURTHER ASSURANCES. Upon the Completion Date with respect to the Facility Equipment and the installation of all of the Facility Equipment in the Project Facility, the Real Estate Holding Company shall prepare and deliver to the Agency a schedule listing all of the Facility Equipment not previously described in this Lease Agreement. If requested by the Agency, the Real Estate Holding Company shall thereafter furnish to the Agency, within sixty (60) days after the end of each calendar year, a schedule listing all of the Facility Equipment not theretofore previously described herein or in the aforesaid schedule.

SECTION 12.8. RECORDING AND FILING. The Underlying Lease (or a memorandum thereof), this Lease Agreement (or a memorandum hereof) the Mortgage and the Assignment shall be recorded by the Agency in the office of the County Clerk of Onondaga County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation thereof. The Real Estate Holding Company shall pay all costs of recording pursuant to this Section 12.8.

SECTION 12.9. SURVIVAL OF OBLIGATIONS. (A) The obligations of the Real Estate Holding Company to make the payments required by Section 5.3 hereof and to provide the indemnity required by Section 8.2 hereof and to provide the information pursuant to Section 2.2(L) shall survive the termination of this Lease Agreement, and all such payments after such termination shall be made upon demand of the party to which such payment is due.

(B) The obligations of the Real Estate Holding Company to the Agency with respect to the Unassigned Rights shall survive the termination of this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the Unassigned Rights may be brought and the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents or employees, relating thereto.

SECTION 12.10. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the headings of the several Sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Lease Agreement.

SECTION 12.11. NO RECOURSE; SPECIAL OBLIGATION. (A) The obligations and agreements of the Agency contained herein and in the other Basic Documents and any other instrument or document executed in connection herewith or therewith, and any other instrument document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Real Estate Holding Company) or employee of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(B) The obligations and agreements of the Agency contained herein and therein shall not constitute or give rise to an obligation of the State of New York or the County of Onondaga, New York, and neither the State of New York nor the County of Onondaga, New York shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Project Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(C) No order or decree of specific performance with respect, to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (1) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten days, shall have failed to institute and diligently pursue action to cause compliance with such request within such ten day period) or failed to respond within such notice period, (2) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (3) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Real Estate Holding Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (a) agree to indemnify, defend and hold harmless the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees against any liability incurred as a result of its compliance with such demand, and (b) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Real Estate Holding Company) and employees against all liability expected to be incurred as a result of compliance with such request.

IN WITNESS WHEREOF, the Agency and the Real Estate Holding Company have caused this Lease Agreement to be executed in their respective names by their respective duly authorized representatives, all as of the day and year first above written.

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Robert M. Petrovich
Executive Director

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

On the 29 day of May in the year 2025 before me, the undersigned, a notary public in and for the State of New York, personally appeared Robert M. Petrovich, 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.

JENNIFER D. LERARIO
Notary Public - State of New York
Qualified in Onondaga Co. No. 01LE6444383
My Commission Expires November 28, 2026

____
Notary Public

31384540

1200 STATE FAIR BLVD., LLC

By: [signature]
James P. Ranalli, III
Manager

STATE OF NEW YORK)
) SS.:
COUNTY OF Onondaga)

On the 29th day of May in the year 2025 before me, the undersigned, a notary public in and for the State of New York, personally appeared James P. Ranalli, III, 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.

Nicole Ludwig
Notary Public

NICOLE LUDWIG
Notary Public - State of New York
NO. 01LU6434249
Qualified in Onondaga County
My Commission Expires Jul 11, 2026

31384540

EXHIBIT A

DESCRIPTION OF THE LAND

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF GEDDES, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF FARM LOT 10 IN SAID TOWN, BEING PART OF ONONDAGA SALT SPRINGS RESERVATION, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF LANDS OF THE FORMER D.L. & W. RAILROAD, (NOW CONRAIL) AT THE INTERSECTION OF SAID WESTERLY LINE WITH NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO NIAGARA MOHAWK POWER CORPORATION AND RECORDED IN BOOK OF DEEDS 556 AT PAGE 501 IN THE ONONDAGA COUNTY CLERK'S OFFICE,

RUNNING THENCE SOUTH 58° 11' 14" WEST A DISTANCE OF 600.90 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL CONVEYED TO NIAGARA MOHAWK POWER CORPORATION TO A POINT IN THE EASTERLY LINE OF A PARCEL APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN ON MAP 210 AS PARCEL 293, (1983 APPROPRIATION),

THENCE NORTH 60° 30' 10" WEST A DISTANCE OF 98.49 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO AN ANGLE POINT,

THENCE NORTH 53° 29' 26" WEST A DISTANCE OF 115.09 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO AN ANGLE POINT,

THENCE NORTH 64° 46' 46" WEST A DISTANCE OF 116.0 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO A POINT IN THE EASTERLY LINE OF ANOTHER APPROPRIATION BY THE STATE OF NEW YORK AND SHOWN ON MAP 122 AS PARCEL 164.

THENCE NORTH 48° 05' 22" WEST A DISTANCE OF 267.24 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 164 AND ALONG THE EASTERLY LINE OF ANOTHER PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN ON MAP 7-C AS PARCEL 300 TO THE NORTHEASTERLY CORNER OF SAID PARCEL 300, (SAID NORTHEASTERLY CORNER BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY THE STATE OF NEW YORK TO PENN TRAFFIC COMPANY AND SHOWN ON MAP 9-C AS PARCEL 303 AND RECORDED IN BOOK OF DEEDS 3978 AT PAGE 97 IN THE ONONDAGA COUNTY CLERK'S OFFICE,

THENCE SOUTH 29° 56' 25" WEST A DISTANCE OF 74.0 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 303 TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ON THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID PARCEL 303;

NORTH 59° 57' 38" WEST A DISTANCE OF 299.69 FEET TO AN ANGLE POINT,
NORTH 55° 17' 26" WEST A DISTANCE OF 125.44 FEET TO AN ANGLE POINT,
NORTH 49° 32' 19" WEST A DISTANCE OF 146.74 FEET TO AN ANGLE POINT,
NORTH 41° 42' 20" WEST A DISTANCE OF 54.33 FEET TO AN ANGLE POINT,

NORTH 19° 35' 08" WEST A DISTANCE OF 23.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 303,

THENCE NORTH 32° 27' 40" EAST A DISTANCE OF 181.97 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 303 TO AN ANGLE POINT;

THENCE NORTH 59° 02' 52" EAST A DISTANCE 34.13 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 303

TO THE NORTHEASTERLY CORNER THEREOF,

THENCE SOUTH 40° 17" 18" EAST A DISTANCE OF 43.0 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 303 TO A POINT IN THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED BY APPROPRIATIONS BY THE STATE OF NEW YORK,

THENCE NORTH 56° 07' 19" EAST A DISTANCE OF 190.53 FEET ALONG THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED, TO AN ANGLE POINT,

THENCE NORTH 58° 16' 02" EAST A DISTANCE OF 322.34 FEET ALONG THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED, TO A POINT IN THE WESTERLY LINE OF LANDS OF THE FORMER D.L.&W RAILROAD, NOW CONRAIL;

THENCE SOUTH 51° 45' 41" EAST A DISTANCE OF 1223.0 FEET ALONG THE WESTERLY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.

PARCEL II

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF GEDDES, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF SUBDIVISION NO. 2 ON THE EAST HALF OF FARM LOT NO. 10 OF THE ONONDAGA SALT SPRINGS RESERVATION, BOUNDED AS FOLLOWS, VIZ:

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDELINE OF VAN VLECK ROAD, SUCH POINT WHERE SAID SOUTHWESTERLY SIDELINE IS INTERSECTED BY THE NORTHEASTERLY SIDELINE OF THE STRIP OF LAND NOW OR FORMERLY OF THE ERIE LACKAWANNA RAILROAD CO.;

THENCE RUNNING ALONG THE BOUNDARY OF SAID LAND NOW OR FORMERLY OF THE ERIE LACKAWANNA RAILROAD CO. NORTH 51° 45" 41" WEST A DISTANCE OF 255.10 FEET TO A POINT;

THENCE NORTH 58° 03' 20" EAST A DISTANCE OF 86.48 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF VAN VLECK ROAD;

THENCE SOUTH 31 °56' 40" EAST ALONG THE SOUTHWESTERLY LINE OF VAN VLECK ROAD, A DISTANCE OF 240 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL III

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF GEDDES, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF FARM LOT 7 OF TOWN OF GEDDES, BOUNDED ON THE SOUTH BY WALTERS ROAD; ON THE EAST BY THE LANDS OF THE DELAWARE, LACKAWANNA RAILROAD, THE WEST AND NORTH BY THE LANDS OF THE STATE OF NEW YORK; WHICH LANDS ARE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY, KNOWN AS INTERSTATE ROUTE 90, AND THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK FOR THE WIDENING OF ROUTE NO. 48, STATE HIGHWAY 8496, SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

RUNNING THENCE FROM THE ABOVE MENTIONED POINT OF BEGINNING NORTH 77° 37' 19" EAST ALONG THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY A DISTANCE OF 1046.96 FEET TO THE WESTERLY LINE OF THE D.L. AND W. RAILROAD;

THENCE SOUTH 51° 45' 41" EAST ALONG THE WESTERLY LINE OF LANDS OF THE D.L.& W. RAILROAD A

DISTANCE OF 348.37 FEET TO THE NORTHERLY LINE OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 170 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125, ETC.,

THENCE SOUTH 60° 33' 52" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 470.11 FEET TO AN ANGLE POINT;

THENCE NORTH 83° 23' 44" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 57.01 FEET TO AN ANGLE POINT;

THENCE NORTH 67° 40' 22" WEST ALONG THE NORTHERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 169 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125 ETC; A DISTANCE OF 168.71 FEET TO AN ANGLE POINT;

THENCE SOUTH 79° 18' 30" WEST ALONG THE NORTHERLY LINE OF SAID LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 240.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LAST ABOVE-MENTIONED APPROPRIATION, (SAID CORNER BEING LOCATED ON THE EASTERLY LINE OF A PARCEL OF LAND OWNED BY THE STATE OF NEW YORK AND RECORDED IN BOOK OF DEEDS 1744 AT PAGE 140 ETC. IN THE ONONDAGA COUNTY CLERK'S OFFICE ON APRIL 13, 1955);

THENCE NORTH 42° 36' 32" WEST ALONG THE EASTERLY LINE OF THE LANDS OF THE STATE OF NEW YORK A DISTANCE OF 72.64 FEET TO AN ANGLE POINT;

THENCE SOUTH 60° 04' 10" WEST ALONG THE NORTHERLY LINE OF LANDS OF THE STATE OF NEW YORK A DISTANCE OF 121.42 FEET IN THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

THENCE NORTH 54° 22' 46" WEST ALONG THE EASTERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 349.00 FEET TO THE SOUTHERLY LINE OF LANDS OF THE NEW YORK STATE THRUWAY THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM PROPERTY APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK BY NOTICES OF APPROPRIATIONS RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON OCTOBER 29, 1970 IN LIBER 2439 OF DEED, AT PAGE 34, DECEMBER 18, 1970 IN LIBER 2442 OF DEED, AT PAGE 289, JANUARY 26, 1984 IN LIBER 3067 OF DEEDS, AT PAGE 275, APRIL 9, 1984 IN LIBER 3082 OF DEEDS, AT PAGE 188 AND NOVEMBER 30, 1983 IN LIBER 3053 OF DEEDS, AT PAGE 252.

ALSO DESCRIBED AS FOLLOWS PER SURVEY MADE BY COTTRELL LAND SURVEYORS P.C. DATED JULY 22, 2014 AND LAST REVISED SEPTEMBER ___, 2014:

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF GEDDES, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF FARM LOT 7 OF TOWN OF GEDDES, BOUNDED ON THE SOUTH BY WALTERS ROAD; ON THE EAST BY THE LANDS OF THE DELAWARE, LACKAWANNA RAILROAD, THE WEST AND NORTH BY THE LANDS OF THE STATE OF NEW YORK; WHICH LANDS ARE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY, KNOWN AS INTERSTATE ROUTE 90, AND THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK FOR THE WIDENING OF ROUTE NO. 48, STATE HIGHWAY NO. 3496, SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

RUNNING THENCE FROM THE ABOVE MENTIONED POINT OF BEGINNING NORTH 77° 37' 19" EAST ALONG THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY A DISTANCE OF 1046.96 FEET TO THE WESTERLY LINE

OF THE D.L. AND W. RAILROAD;

THENCE SOUTH 51° 45' 41" EAST ALONG THE WESTERLY LINE OF LANDS OF THE D.L.& W. RAILROAD A DISTANCE OF 348.37 FEET TO THE NORTHERLY LINE OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 170 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125, ETC.,

THENCE SOUTH 60° 33' 52" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 445.11 FEET TO THE SOUTHEASTERLY CORNER OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 196 ON MAP NO. 144, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON DECEMBER 18, 1970 IN BOOK OF DEEDS 2442 AT PAGE 289 ECT.;

THENCE NORTH 64°50'26" WEST ALONG THE EASTERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 172.19 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 79°18'30" WEST ALONG THE NORTHERLY LINE OF SAID LAST ABOVE-MENTIONED APPROPRIATION AND ALONG THE NORTHERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 169 ON MAP NO. 127 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125 ECT A DISTANCE OF 320.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LAST ABOVE-MENTIONED APPROPRIATION, (SAID CORNER BEING LOCATED ON THE EASTERLY LINE OF A PARCEL OF LAND OWNED BY THE STATE OF NEW YORK AND RECORDED IN BOOK OF DEEDS 1744 AT PAGE 140 ECT, IN THE ONONDAGA COUNTY CLERK'S OFFICE ON APRIL 13, 1955);

THENCE NORTH 42°36'32" WEST ALONG THE EASTERLY LINE OF THE LANDS OF THE STATE OF NEW YORK A DISTANCE OF 72.64 FEET TO AN ANGLE POINT;

THENCE SOUTH 60°04'10" WEST ALONG THE NORTHERLY LINE OF LANDS OF THE STATE OF NEW YORK A DISTANCE OF 59.18 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 195 ON MAP NO. 144 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON DECEMBER 18, 1970 IN BOOK OF DEEDS 2442 AT PAGE 289 ECT;

THENCE NORTH 78°37'55" WEST ALONG THE NORTHERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 137.94 FEET TO A POINT IN THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ECT;

THENCE NORTH 54°22'46" WEST, ALONG THE EASTERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 249.00 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS OF THE NEW YORK STATE THRUWAY AND THE POINT AND PLACE OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACILITY EQUIPMENT

All Eligible Items acquired, constructed, reconstructed, or installed and/or to be acquired, constructed, reconstructed or installed by or on behalf of the Real Estate Holding Company, in connection with the completion of the Agency's 1200 State Fair Blvd., LLC / United Auto Supply of Syracuse, West, Inc. Project located on a certain parcels of land located in the Town of Geddes, Onondaga County, New York, and leased to the Real Estate Holding Company pursuant to this Lease Agreement.

EXHIBIT C

FORM OF ASSIGNMENT TO COMPANY

THIS ASSIGNMENT TO COMPANY (the "Assignment to Company") dated as of __________ __, ____ by and between ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at 335 Montgomery Street, 2nd Floor, Syracuse, New York 13202 (the "Agency") and 1200 STATE FAIR BLVD., LLC, a limited liability company organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 1200 State Fair Boulevard, Syracuse, New York 13209 (the "Real Estate Holding Company").

In consideration of the sum of Ten Dollars ($10.00), receipt and sufficiency of which is acknowledged, the Agency hereby sells, assigns and conveys to the Real Estate Holding Company all of the Agency's right, title and interest in and to a certain lease to agency dated as of June 1, 2025 (the "Underlying Lease") by and between the Real Estate Holding Company, as landlord, and the Agency, as tenant, whereby the Real Estate Holding Company granted to the Agency a leasehold interest in the parcels of the land more particularly described in Exhibit A attached thereto (the "Land") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Land now or in the future.

A Memorandum of Underlying Lease was recorded on ____________, 20__ in the Onondaga County Clerk's Office in Book ____ of Deeds at Page ____; and

The Real Estate Holding Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Underlying Lease and this Assignment to Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and the Real Estate Holding Company, for the purposes above set forth, have caused this Assignment to Company to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Executive Director

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

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

____
Notary Public

1200 STATE FAIR BLVD., LLC

By:__________________________________
Authorized Representative

STATE OF)
) SS..
COUNTY OF)

On the ____ day of ____________ in the year ____ before me, the undersigned, a notary public in and for the State of New York, personally appeared ______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/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 the which the individual acted, executed the instrument.

____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF GEDDES, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF FARM LOT 10 IN SAID TOWN, BEING PART OF ONONDAGA SALT SPRINGS RESERVATION, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF LANDS OF THE FORMER D.L. & W. RAILROAD, (NOW CONRAIL) AT THE INTERSECTION OF SAID WESTERLY LINE WITH NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO NIAGARA MOHAWK POWER CORPORATION AND RECORDED IN BOOK OF DEEDS 556 AT PAGE 501 IN THE ONONDAGA COUNTY CLERK'S OFFICE,

RUNNING THENCE SOUTH 58° 11' 14" WEST A DISTANCE OF 600.90 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL CONVEYED TO NIAGARA MOHAWK POWER CORPORATION TO A POINT IN THE EASTERLY LINE OF A PARCEL APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN ON MAP 210 AS PARCEL 293, (1983 APPROPRIATION),

THENCE NORTH 60° 30' 10" WEST A DISTANCE OF 98.49 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO AN ANGLE POINT,

THENCE NORTH 53° 29' 26" WEST A DISTANCE OF 115.09 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO AN ANGLE POINT,

THENCE NORTH 64° 46' 46" WEST A DISTANCE OF 116.0 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO A POINT IN THE EASTERLY LINE OF ANOTHER APPROPRIATION BY THE STATE OF NEW YORK AND SHOWN ON MAP 122 AS PARCEL 164.

THENCE NORTH 48° 05' 22" WEST A DISTANCE OF 267.24 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 164 AND ALONG THE EASTERLY LINE OF ANOTHER PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN ON MAP 7-C AS PARCEL 300 TO THE NORTHEASTERLY CORNER OF SAID PARCEL 300, (SAID NORTHEASTERLY CORNER BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY THE STATE OF NEW YORK TO PENN TRAFFIC COMPANY AND SHOWN ON MAP 9-C AS PARCEL 303 AND RECORDED IN BOOK OF DEEDS 3978 AT PAGE 97 IN THE ONONDAGA COUNTY CLERK'S OFFICE,

THENCE SOUTH 29° 56' 25" WEST A DISTANCE OF 74.0 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 303 TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ON THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID PARCEL 303;

NORTH 59° 57' 38" WEST A DISTANCE OF 299.69 FEET TO AN ANGLE POINT,
NORTH 55° 17' 26" WEST A DISTANCE OF 125.44 FEET TO AN ANGLE POINT,
NORTH 49° 32' 19" WEST A DISTANCE OF 146.74 FEET TO AN ANGLE POINT,
NORTH 41° 42' 20" WEST A DISTANCE OF 54.33 FEET TO AN ANGLE POINT,

NORTH 19° 35' 08" WEST A DISTANCE OF 23.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 303,

THENCE NORTH 32° 27' 40" EAST A DISTANCE OF 181.97 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 303 TO AN ANGLE POINT;

THENCE NORTH 59° 02' 52" EAST A DISTANCE 34.13 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 303

TO THE NORTHEASTERLY CORNER THEREOF,

THENCE SOUTH 40° 17" 18" EAST A DISTANCE OF 43.0 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 303 TO A POINT IN THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED BY APPROPRIATIONS BY THE STATE OF NEW YORK,

THENCE NORTH 56° 07' 19" EAST A DISTANCE OF 190.53 FEET ALONG THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED, TO AN ANGLE POINT,

THENCE NORTH 58° 16' 02" EAST A DISTANCE OF 322.34 FEET ALONG THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED, TO A POINT IN THE WESTERLY LINE OF LANDS OF THE FORMER D.L.&W RAILROAD, NOW CONRAIL;

THENCE SOUTH 51° 45' 41" EAST A DISTANCE OF 1223.0 FEET ALONG THE WESTERLY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.

PARCEL II

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF GEDDES, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF SUBDIVISION NO. 2 ON THE EAST HALF OF FARM LOT NO. 10 OF THE ONONDAGA SALT SPRINGS RESERVATION, BOUNDED AS FOLLOWS, VIZ:

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDELINE OF VAN VLECK ROAD, SUCH POINT WHERE SAID SOUTHWESTERLY SIDELINE IS INTERSECTED BY THE NORTHEASTERLY SIDELINE OF THE STRIP OF LAND NOW OR FORMERLY OF THE ERIE LACKAWANNA RAILROAD CO.;

THENCE RUNNING ALONG THE BOUNDARY OF SAID LAND NOW OR FORMERLY OF THE ERIE LACKAWANNA RAILROAD CO. NORTH 51° 45" 41" WEST A DISTANCE OF 255.10 FEET TO A POINT;

THENCE NORTH 58° 03' 20" EAST A DISTANCE OF 86.48 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF VAN VLECK ROAD;

THENCE SOUTH 31 °56' 40" EAST ALONG THE SOUTHWESTERLY LINE OF VAN VLECK ROAD, A DISTANCE OF 240 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL III

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF GEDDES, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF FARM LOT 7 OF TOWN OF GEDDES, BOUNDED ON THE SOUTH BY WALTERS ROAD; ON THE EAST BY THE LANDS OF THE DELAWARE, LACKAWANNA RAILROAD, THE WEST AND NORTH BY THE LANDS OF THE STATE OF NEW YORK; WHICH LANDS ARE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY, KNOWN AS INTERSTATE ROUTE 90, AND THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK FOR THE WIDENING OF ROUTE NO. 48, STATE HIGHWAY 8496, SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

RUNNING THENCE FROM THE ABOVE MENTIONED POINT OF BEGINNING NORTH 77° 37' 19" EAST ALONG THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY A DISTANCE OF 1046.96 FEET TO THE WESTERLY LINE OF THE D.L. AND W. RAILROAD;

THENCE SOUTH 51° 45' 41" EAST ALONG THE WESTERLY LINE OF LANDS OF THE D.L.& W. RAILROAD A

DISTANCE OF 348.37 FEET TO THE NORTHERLY LINE OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 170 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125, ETC.,

THENCE SOUTH 60° 33' 52" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 470.11 FEET TO AN ANGLE POINT;

THENCE NORTH 83° 23' 44" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 57.01 FEET TO AN ANGLE POINT;

THENCE NORTH 67° 40' 22" WEST ALONG THE NORTHERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 169 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125 ETC; A DISTANCE OF 168.71 FEET TO AN ANGLE POINT;

THENCE SOUTH 79° 18' 30" WEST ALONG THE NORTHERLY LINE OF SAID LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 240.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LAST ABOVE-MENTIONED APPROPRIATION, (SAID CORNER BEING LOCATED ON THE EASTERLY LINE OF A PARCEL OF LAND OWNED BY THE STATE OF NEW YORK AND RECORDED IN BOOK OF DEEDS 1744 AT PAGE 140 ETC. IN THE ONONDAGA COUNTY CLERK'S OFFICE ON APRIL 13, 1955);

THENCE NORTH 42° 36' 32" WEST ALONG THE EASTERLY LINE OF THE LANDS OF THE STATE OF NEW YORK A DISTANCE OF 72.64 FEET TO AN ANGLE POINT;

THENCE SOUTH 60° 04' 10" WEST ALONG THE NORTHERLY LINE OF LANDS OF THE STATE OF NEW YORK A DISTANCE OF 121.42 FEET IN THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

THENCE NORTH 54° 22' 46" WEST ALONG THE EASTERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 349.00 FEET TO THE SOUTHERLY LINE OF LANDS OF THE NEW YORK STATE THRUWAY THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM PROPERTY APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK BY NOTICES OF APPROPRIATIONS RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON OCTOBER 29, 1970 IN LIBER 2439 OF DEED, AT PAGE 34, DECEMBER 18, 1970 IN LIBER 2442 OF DEED, AT PAGE 289, JANUARY 26, 1984 IN LIBER 3067 OF DEEDS, AT PAGE 275, APRIL 9, 1984 IN LIBER 3082 OF DEEDS, AT PAGE 188 AND NOVEMBER 30, 1983 IN LIBER 3053 OF DEEDS, AT PAGE 252.

ALSO DESCRIBED AS FOLLOWS PER SURVEY MADE BY COTTRELL LAND SURVEYORS P.C. DATED JULY 22, 2014 AND LAST REVISED SEPTEMBER ___, 2014:

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF GEDDES, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF FARM LOT 7 OF TOWN OF GEDDES, BOUNDED ON THE SOUTH BY WALTERS ROAD; ON THE EAST BY THE LANDS OF THE DELAWARE, LACKAWANNA RAILROAD, THE WEST AND NORTH BY THE LANDS OF THE STATE OF NEW YORK; WHICH LANDS ARE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY, KNOWN AS INTERSTATE ROUTE 90, AND THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK FOR THE WIDENING OF ROUTE NO. 48, STATE HIGHWAY NO. 3496, SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

RUNNING THENCE FROM THE ABOVE MENTIONED POINT OF BEGINNING NORTH 77° 37' 19" EAST ALONG THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY A DISTANCE OF 1046.96 FEET TO THE WESTERLY LINE

OF THE D.L. AND W. RAILROAD;

THENCE SOUTH 51° 45' 41" EAST ALONG THE WESTERLY LINE OF LANDS OF THE D.L.& W. RAILROAD A DISTANCE OF 348.37 FEET TO THE NORTHERLY LINE OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 170 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125, ETC.,

THENCE SOUTH 60° 33' 52" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 445.11 FEET TO THE SOUTHEASTERLY CORNER OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 196 ON MAP NO. 144, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON DECEMBER 18, 1970 IN BOOK OF DEEDS 2442 AT PAGE 289 ECT.;

THENCE NORTH 64°50'26" WEST ALONG THE EASTERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 172.19 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 79°18'30" WEST ALONG THE NORTHERLY LINE OF SAID LAST ABOVE-MENTIONED APPROPRIATION AND ALONG THE NORTHERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 169 ON MAP NO. 127 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125 ECT A DISTANCE OF 320.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LAST ABOVE-MENTIONED APPROPRIATION, (SAID CORNER BEING LOCATED ON THE EASTERLY LINE OF A PARCEL OF LAND OWNED BY THE STATE OF NEW YORK AND RECORDED IN BOOK OF DEEDS 1744 AT PAGE 140 ECT, IN THE ONONDAGA COUNTY CLERK'S OFFICE ON APRIL 13, 1955);

THENCE NORTH 42°36'32" WEST ALONG THE EASTERLY LINE OF THE LANDS OF THE STATE OF NEW YORK A DISTANCE OF 72.64 FEET TO AN ANGLE POINT;

THENCE SOUTH 60°04'10" WEST ALONG THE NORTHERLY LINE OF LANDS OF THE STATE OF NEW YORK A DISTANCE OF 59.18 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 195 ON MAP NO. 144 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON DECEMBER 18, 1970 IN BOOK OF DEEDS 2442 AT PAGE 289 ECT;

THENCE NORTH 78°37'55" WEST ALONG THE NORTHERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 137.94 FEET TO A POINT IN THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ECT;

THENCE NORTH 54°22'46" WEST, ALONG THE EASTERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 249.00 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS OF THE NEW YORK STATE THRUWAY AND THE POINT AND PLACE OF BEGINNING.

EXHIBIT D

FORM OF BILL OF SALE TO COMPANY

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having an office for the transaction of business located at 335 Montgomery Street, 2nd Floor, Syracuse, New York 13202 (the “Grantor”), for the consideration of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from 1200 STATE FAIR BLVD., LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 1200 State Fair Boulevard, Syracuse, New York 13202 (the “Grantee”), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee, and its successors and assigns, all those materials, machinery, equipment, fixtures or furnishings which are described in Exhibit B attached hereto (the “Facility Equipment”) whether now owned or hereafter acquired by the Grantor, which Facility Equipment is located or intended to be located on approximately 22 acres of land located on Van Vleck Road (also known as 1200 State Fair Boulevard) (new or formerly tax map nos.: 019.-02-07.0, 019.-02-02.2, 019.-02-08.1, and 019.-02.11.1)) in the Town of Geddes, Onondaga County, New York (the “Land”), which Land is more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE FACILITY EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE’S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE FACILITY EQUIPMENT “AS IS”, WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below and dated as of the _____ day of ___________, _____.

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ________________________________
Executive Director

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

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

____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF GEDDES, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF FARM LOT 10 IN SAID TOWN, BEING PART OF ONONDAGA SALT SPRINGS RESERVATION, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF LANDS OF THE FORMER D.L. & W. RAILROAD, (NOW CONRAIL) AT THE INTERSECTION OF SAID WESTERLY LINE WITH NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO NIAGARA MOHAWK POWER CORPORATION AND RECORDED IN BOOK OF DEEDS 556 AT PAGE 501 IN THE ONONDAGA COUNTY CLERK'S OFFICE,

RUNNING THENCE SOUTH 58° 11' 14" WEST A DISTANCE OF 600.90 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL CONVEYED TO NIAGARA MOHAWK POWER CORPORATION TO A POINT IN THE EASTERLY LINE OF A PARCEL APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN ON MAP 210 AS PARCEL 293, (1983 APPROPRIATION),

THENCE NORTH 60° 30' 10" WEST A DISTANCE OF 98.49 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO AN ANGLE POINT,

THENCE NORTH 53° 29' 26" WEST A DISTANCE OF 115.09 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO AN ANGLE POINT,

THENCE NORTH 64° 46' 46" WEST A DISTANCE OF 116.0 FEET ALONG THE EASTERLY LINE OF SAID APPROPRIATION TO A POINT IN THE EASTERLY LINE OF ANOTHER APPROPRIATION BY THE STATE OF NEW YORK AND SHOWN ON MAP 122 AS PARCEL 164.

THENCE NORTH 48° 05' 22" WEST A DISTANCE OF 267.24 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 164 AND ALONG THE EASTERLY LINE OF ANOTHER PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN ON MAP 7-C AS PARCEL 300 TO THE NORTHEASTERLY CORNER OF SAID PARCEL 300, (SAID NORTHEASTERLY CORNER BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY THE STATE OF NEW YORK TO PENN TRAFFIC COMPANY AND SHOWN ON MAP 9-C AS PARCEL 303 AND RECORDED IN BOOK OF DEEDS 3978 AT PAGE 97 IN THE ONONDAGA COUNTY CLERK'S OFFICE,

THENCE SOUTH 29° 56' 25" WEST A DISTANCE OF 74.0 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 303 TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE ON THE FOLLOWING COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID PARCEL 303;

NORTH 59° 57' 38" WEST A DISTANCE OF 299.69 FEET TO AN ANGLE POINT,
NORTH 55° 17' 26" WEST A DISTANCE OF 125.44 FEET TO AN ANGLE POINT,
NORTH 49° 32' 19" WEST A DISTANCE OF 146.74 FEET TO AN ANGLE POINT,
NORTH 41° 42' 20" WEST A DISTANCE OF 54.33 FEET TO AN ANGLE POINT,

NORTH 19° 35' 08" WEST A DISTANCE OF 23.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 303,

THENCE NORTH 32° 27' 40" EAST A DISTANCE OF 181.97 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 303 TO AN ANGLE POINT;

THENCE NORTH 59° 02' 52" EAST A DISTANCE 34.13 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL 303

TO THE NORTHEASTERLY CORNER THEREOF,

THENCE SOUTH 40° 17" 18" EAST A DISTANCE OF 43.0 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 303 TO A POINT IN THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED BY APPROPRIATIONS BY THE STATE OF NEW YORK,

THENCE NORTH 56° 07' 19" EAST A DISTANCE OF 190.53 FEET ALONG THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED, TO AN ANGLE POINT,

THENCE NORTH 58° 16' 02" EAST A DISTANCE OF 322.34 FEET ALONG THE SOUTHERLY LINE OF WALTERS ROAD, AS WIDENED, TO A POINT IN THE WESTERLY LINE OF LANDS OF THE FORMER D.L.&W RAILROAD, NOW CONRAIL;

THENCE SOUTH 51° 45' 41" EAST A DISTANCE OF 1223.0 FEET ALONG THE WESTERLY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING.

PARCEL II

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF GEDDES, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF SUBDIVISION NO. 2 ON THE EAST HALF OF FARM LOT NO. 10 OF THE ONONDAGA SALT SPRINGS RESERVATION, BOUNDED AS FOLLOWS, VIZ:

BEGINNING AT A POINT ON THE SOUTHWESTERLY SIDELINE OF VAN VLECK ROAD, SUCH POINT WHERE SAID SOUTHWESTERLY SIDELINE IS INTERSECTED BY THE NORTHEASTERLY SIDELINE OF THE STRIP OF LAND NOW OR FORMERLY OF THE ERIE LACKAWANNA RAILROAD CO.;

THENCE RUNNING ALONG THE BOUNDARY OF SAID LAND NOW OR FORMERLY OF THE ERIE LACKAWANNA RAILROAD CO. NORTH 51° 45" 41" WEST A DISTANCE OF 255.10 FEET TO A POINT;

THENCE NORTH 58° 03' 20" EAST A DISTANCE OF 86.48 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF VAN VLECK ROAD;

THENCE SOUTH 31 °56' 40" EAST ALONG THE SOUTHWESTERLY LINE OF VAN VLECK ROAD, A DISTANCE OF 240 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL III

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF GEDDES, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF FARM LOT 7 OF TOWN OF GEDDES, BOUNDED ON THE SOUTH BY WALTERS ROAD; ON THE EAST BY THE LANDS OF THE DELAWARE, LACKAWANNA RAILROAD, THE WEST AND NORTH BY THE LANDS OF THE STATE OF NEW YORK; WHICH LANDS ARE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY, KNOWN AS INTERSTATE ROUTE 90, AND THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK FOR THE WIDENING OF ROUTE NO. 48, STATE HIGHWAY 8496, SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

RUNNING THENCE FROM THE ABOVE MENTIONED POINT OF BEGINNING NORTH 77° 37' 19" EAST ALONG THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY A DISTANCE OF 1046.96 FEET TO THE WESTERLY LINE OF THE D.L. AND W. RAILROAD;

THENCE SOUTH 51° 45' 41" EAST ALONG THE WESTERLY LINE OF LANDS OF THE D.L.& W. RAILROAD A

DISTANCE OF 348.37 FEET TO THE NORTHERLY LINE OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 170 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125, ETC.,

THENCE SOUTH 60° 33' 52" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 470.11 FEET TO AN ANGLE POINT;

THENCE NORTH 83° 23' 44" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 57.01 FEET TO AN ANGLE POINT;

THENCE NORTH 67° 40' 22" WEST ALONG THE NORTHERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 169 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125 ETC; A DISTANCE OF 168.71 FEET TO AN ANGLE POINT;

THENCE SOUTH 79° 18' 30" WEST ALONG THE NORTHERLY LINE OF SAID LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 240.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LAST ABOVE-MENTIONED APPROPRIATION, (SAID CORNER BEING LOCATED ON THE EASTERLY LINE OF A PARCEL OF LAND OWNED BY THE STATE OF NEW YORK AND RECORDED IN BOOK OF DEEDS 1744 AT PAGE 140 ETC. IN THE ONONDAGA COUNTY CLERK'S OFFICE ON APRIL 13, 1955);

THENCE NORTH 42° 36' 32" WEST ALONG THE EASTERLY LINE OF THE LANDS OF THE STATE OF NEW YORK A DISTANCE OF 72.64 FEET TO AN ANGLE POINT;

THENCE SOUTH 60° 04' 10" WEST ALONG THE NORTHERLY LINE OF LANDS OF THE STATE OF NEW YORK A DISTANCE OF 121.42 FEET IN THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

THENCE NORTH 54° 22' 46" WEST ALONG THE EASTERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 349.00 FEET TO THE SOUTHERLY LINE OF LANDS OF THE NEW YORK STATE THRUWAY THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM PROPERTY APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK BY NOTICES OF APPROPRIATIONS RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON OCTOBER 29, 1970 IN LIBER 2439 OF DEED, AT PAGE 34, DECEMBER 18, 1970 IN LIBER 2442 OF DEED, AT PAGE 289, JANUARY 26, 1984 IN LIBER 3067 OF DEEDS, AT PAGE 275, APRIL 9, 1984 IN LIBER 3082 OF DEEDS, AT PAGE 188 AND NOVEMBER 30, 1983 IN LIBER 3053 OF DEEDS, AT PAGE 252.

ALSO DESCRIBED AS FOLLOWS PER SURVEY MADE BY COTTRELL LAND SURVEYORS P.C. DATED JULY 22, 2014 AND LAST REVISED SEPTEMBER ___, 2014:

ALSO ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF GEDDES, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF FARM LOT 7 OF TOWN OF GEDDES, BOUNDED ON THE SOUTH BY WALTERS ROAD; ON THE EAST BY THE LANDS OF THE DELAWARE, LACKAWANNA RAILROAD, THE WEST AND NORTH BY THE LANDS OF THE STATE OF NEW YORK; WHICH LANDS ARE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY, KNOWN AS INTERSTATE ROUTE 90, AND THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK FOR THE WIDENING OF ROUTE NO. 48, STATE HIGHWAY NO. 3496, SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ETC.;

RUNNING THENCE FROM THE ABOVE MENTIONED POINT OF BEGINNING NORTH 77° 37' 19" EAST ALONG THE SOUTHERLY LINE OF THE NEW YORK STATE THRUWAY A DISTANCE OF 1046.96 FEET TO THE WESTERLY LINE

OF THE D.L. AND W. RAILROAD;

THENCE SOUTH 51° 45' 41" EAST ALONG THE WESTERLY LINE OF LANDS OF THE D.L.& W. RAILROAD A DISTANCE OF 348.37 FEET TO THE NORTHERLY LINE OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 170 ON MAP NO. 127, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125, ETC.,

THENCE SOUTH 60° 33' 52" WEST ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 445.11 FEET TO THE SOUTHEASTERLY CORNER OF LANDS APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 196 ON MAP NO. 144, FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON DECEMBER 18, 1970 IN BOOK OF DEEDS 2442 AT PAGE 289 ECT.;

THENCE NORTH 64°50'26" WEST ALONG THE EASTERLY LINE OF SAID LAST MENTIONED APPROPRIATION A DISTANCE OF 172.19 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE SOUTH 79°18'30" WEST ALONG THE NORTHERLY LINE OF SAID LAST ABOVE-MENTIONED APPROPRIATION AND ALONG THE NORTHERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 169 ON MAP NO. 127 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN BOOK OF DEEDS 2047 AT PAGE 125 ECT A DISTANCE OF 320.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LAST ABOVE-MENTIONED APPROPRIATION, (SAID CORNER BEING LOCATED ON THE EASTERLY LINE OF A PARCEL OF LAND OWNED BY THE STATE OF NEW YORK AND RECORDED IN BOOK OF DEEDS 1744 AT PAGE 140 ECT, IN THE ONONDAGA COUNTY CLERK'S OFFICE ON APRIL 13, 1955);

THENCE NORTH 42°36'32" WEST ALONG THE EASTERLY LINE OF THE LANDS OF THE STATE OF NEW YORK A DISTANCE OF 72.64 FEET TO AN ANGLE POINT;

THENCE SOUTH 60°04'10" WEST ALONG THE NORTHERLY LINE OF LANDS OF THE STATE OF NEW YORK A DISTANCE OF 59.18 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 195 ON MAP NO. 144 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON DECEMBER 18, 1970 IN BOOK OF DEEDS 2442 AT PAGE 289 ECT;

THENCE NORTH 78°37'55" WEST ALONG THE NORTHERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 137.94 FEET TO A POINT IN THE EASTERLY LINE OF A PARCEL OF LAND APPROPRIATED BY THE STATE OF NEW YORK AND SHOWN AS PARCEL NO. 20 ON MAP NO. 19 FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON JUNE 19, 1961 IN THE BOOK OF DEEDS 2047 AT PAGE 136 ECT;

THENCE NORTH 54°22'46" WEST, ALONG THE EASTERLY LINE OF THE LAST ABOVE-MENTIONED APPROPRIATION A DISTANCE OF 249.00 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS OF THE NEW YORK STATE THRUWAY AND THE POINT AND PLACE OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE FACILITY EQUIPMENT

All Eligible Items acquired, constructed, reconstructed or installed and/or to be acquired, constructed, reconstructed or installed by or on behalf of the Grantee, in connection with the completion of the Grantor's 1200 State Fair Blvd., LLC / United Auto Supply of Syracuse, West, Inc. Project located on certain parcels of land located in the Town of Geddes, Onondaga County, New York, and leased to the Grantee pursuant to the Lease Agreement dated as of June 1, 2025 by and between the Grantee and the Grantor.

EXHIBIT E

FORM OF TERMINATION OF LEASE AGREEMENT

WHEREAS, 1200 State Fair Blvd., LLC (the Real Estate Holding Company), as tenant, and Onondaga County Industrial Development Agency (the "Agency"), as landlord, entered into a lease agreement dated as of June 1, 2025 (the "Lease Agreement") pursuant to which, among other things, the Agency leased the Project (as defined in the Lease Agreement) to the Real Estate Holding Company; and

WHEREAS, pursuant to the Lease Agreement, the Real Estate Holding Company and the Agency agreed that the Lease Agreement would terminate on the earlier to occur of (1) June 18, 2027 or (2) the date of the Lease Agreement shall be terminated pursuant to Article X or Article XI of the Lease Agreement; and

WHEREAS, a Memorandum of Lease Agreement was recorded on ____________, 20__ in the Onondaga County Clerk's Office in Book ____ of Deeds at Page ____; and

WHEREAS, the Real Estate Holding Company and the Agency now desire to evidence the termination of the Lease Agreement;

NOW, THEREFORE, it is hereby agreed that the Lease Agreement has terminated as of the dated date hereof; provided, however, that, as provided in Section 12.9 of the Lease Agreement, certain obligations of the Real Estate Holding Company shall survive the termination of the Lease Agreement, and the execution of this termination of lease agreement by the Agency is not intended, and shall not be construed, as a waiver or alteration by the Agency or the Real Estate Holding Company of the provisions of Section 12.9 of the Lease Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Real Estate Holding Company and the Agency have signed this termination of lease agreement and caused to be dated as of the ____ day of __________, ____.

1200 STATE FAIR BLVD., LLC

By:_______________________________
Authorized Representative

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of ___________ in the year ____ before me, the undersigned, a notary public in and for the State of New York, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/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

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Executive Director

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

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

____
Notary Public

EXHIBIT F

LOCAL ACCESS POLICY

In absence of a waiver permitting otherwise, every project seeking the assistance of the Onondaga County Industrial Development Agency (Agency) must use local general contractors, sub-contractors and labor for one-hundred percent (100%) of the construction of new, expanded, or renovated facilities. The project's construction or project manager need not be a local company.

All projects of the Agency will be subject to monitoring by the Agency. Noncompliance may result in the revoking and/or recapture of all benefits extended to the project by the Agency.

Definitions

Local Labor is defined as laborers permanently residing in the State of New York counties of Cayuga, Cortland, Herkimer, Jefferson, Madison, Oneida, Onondaga, Oswego, Tompkins and Wayne.

Local (Sub) Contractor is defined as a contractor operating a permanent office in the State of New York counties of Cayuga, Cortland, Herkimer, Jefferson, Madison, Oneida, Onondaga, Oswego, Tompkins and Wayne.

Waivers

The Agency may determine on a case-by-case basis to waive the local access policy for a project or for a portion of a project where consideration of warranty issues, necessity of specialized skills, significant cost differentials between local and non-local services or other compelling circumstances exist. Should a company require a waiver of the local access policy, the Board would ask that the company make good faith efforts to use New York based companies prior to reaching outside the state for services.

Waiver Process

The project Applicant will submit in writing a request for a waiver to the Executive Director of the Agency. Said request will clearly and comprehensively explain and reliably verify the need for the waiver. The company shall then provide proof to the Executive Director of diligent efforts to secure labor within the local labor area. The company must provide proof directly from local companies that the labor is not available in the 10 County area. The Executive Director will submit the verified waiver request to the Board Chair and the agency attorney for review and shall approve or disapprove waivers.

Noncompliance

If a project is found to be noncompliant, the Executive Director will issue a written warning. If within thirty (30) days of issuance of the warning the project remains noncompliant, the Executive Director will submit to the Board a resolution to revoke and/or recapture the project benefits.