

**COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY,
As Landlord**

AND

**TRSB ENTERPRISES, LLC,
As Tenant**

**LEASE AGREEMENT
(Project No. 5202-16-03A)**

Dated as of

November 14, 2016

**LEASE AGREEMENT
TABLE OF CONTENTS**

	<u>PAGE</u>
INTRODUCTION.....	4
 ARTICLE I - DEFINITIONS 	
SECTION 1.1. Definition Of Terms.....	5
 ARTICLE II - REPRESENTATIONS, WARRANTIES AND COVENANTS 	
Section 2.1. Representations, Warranties and Covenants of the Agency.	9
Section 2.2. Representations And Warranties Of The Company.....	10
 ARTICLE III - CONVEYANCE OF PROJECT FACILITY 	
Section 3.1. Agreement To Convey To The Agency.	11
Section 3.2. Use Of Project Facility.	11
 ARTICLE IV - RENOVATION OF THE FACILITY; ACQUISITION AND INSTALLATION OF THE EQUIPMENT 	
Section 4.1. Construction Of The Facility; Acquisition And Installation Of The Equipment.....	12
Section 4.2. Completion Of Facility.	13
Section 4.3. Remedies To Be Pursued Against Contractors, Subcontractors, Materialmen And Their Sureties.	13
 ARTICLE V - DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS 	
Section 5.1. Demise Of Project Facility.....	13
Section 5.2. Duration Of Lease Term: Quiet Enjoyment.....	14
Section 5.3. Rental Payments.....	14
Section 5.4. Nature Of Obligations Of Company Hereunder.	14
 ARTICLE VI - MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE 	
Section 6.1. Maintenance And Modifications Of Project Facility By Company.	15
Section 6.2. Taxes, Assessments And Utility Charges.	15
Section 6.3. Payment In Lieu Of Taxes.	15
Section 6.4. Insurance Required.	16
Section 6.5. Additional Provisions Respecting Insurance.	18
Section 6.6. Application Of Net Proceeds of Insurance.	19

Table of Contents (continued)

ARTICLE VII - DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1. Damage Or Destruction.19
Section 7.2. Condemnation.19
Section 7.3. Additions To Project Facility.19

ARTICLE VIII - SPECIAL COVENANTS

Section 8.1. No Warranty Of Condition Or Suitability By The Agency; Acceptance "As Is"19
Section 8.2. Hold Harmless Provisions.....19
Section 8.3. Right Of Access To The Project Facility.20
Section 8.4. Agreement To Provide Information.20
Section 8.5. Books Of Record And Account; Financial Statements; Compliance Certificates...21
Section 8.6. Compliance With Orders, Ordinances, Etc.21
Section 8.7. Discharge Of Liens And Encumbrances.22
Section 8.8. Performance By Agency Of Company's Obligations.22
Section 8.9. Depreciation Deductions And Tax Credits.22

ARTICLE IX - TRANSFERS

Section 9.1. Restriction On Transfer Of Interests Hereunder.22
Section 9.2. Merger Of Agency23

ARTICLE X - EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events Of Default Defined.....23
Section 10.2. Remedies On Default.25
Section 10.3. Remedies Cumulative.26
Section 10.4. Agreement To Pay Attorneys' Fees And Expenses.26
Section 10.5. No Additional Waiver Implied By One Waiver.26

ARTICLE XI - EARLY TERMINATION OF LEASE AGREEMENT

Section 11.1. Early Termination Of Lease Agreement.27
Section 11.2. Obligation To Sell And Purchase The Project Facility.27
Section 11.3. Conveyance On Purchase Of The Project Facility.27

Table of Contents (continued)

ARTICLE XII - MISCELLANEOUS

Section 12.1. Notices27
Section 12.2. Binding Effect28
Section 12.3. Severability28
Section 12.4. Amendments, Changes And Modifications29
Section 12.5. Execution Of Counterparts29
Section 12.6. Applicable Law29
Section 12.7. Survival Of Obligations29
Section 12.8. Table Of Contents And Section Headings Not Controlling.....29
Section 12.9. No Recourse; Special Obligation.....29
Section 12.10. Subleases30
Section 12.11. Subordination.....30

Signatures.....31
Acknowledgments.....32

Schedule A: Description of Land

THIS LEASE AGREEMENT dated as of November 14, 2016 (the "Effective Date"), between COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY (the "Agency"), a public benefit corporation of the State of New York having an office at 5 Warren Street, Glens Falls, New York 12801, as Landlord, and TRSB Enterprises, LLC (the "Company"), a New York limited liability company having an office for the transaction of business at 138 Quaker Road, Queensbury, New York 12804, as Tenant.

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 862 of the Laws of 1971 of the State of New York, as amended (the "Act"); and

WHEREAS, the 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 renovation, which shall be suitable for manufacturing, warehousing, research, commercial, retail 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 Act further authorizes each such agency to lease or sell any or all of its facilities for the purpose of carrying out any of its corporate purposes and to mortgage and pledge any or all of its facilities, whether then owned or leased or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Act, by and is empowered under the Act to undertake the Project in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and the Counties of Warren and Washington, New York and improve their standard of living; and

WHEREAS, the members of the Agency adopted a resolution on August 15, 2016 (the "Inducement Resolution") pursuant to which the Agency agreed to consider undertaking a retail and tourism destination project (the "Project") for the benefit of the Company consisting of the following: (i) the acquisition of an interest in a certain commercial parcel or parcels of land located at Carey Road (Lot 2), in the Town of Queensbury, County of Warren, State of New York and referred to as Tax Map Parcel Number 308.20-1-3.5 (the "Land"); (ii) the construction and equipping of a 8,400+/- square foot indoor climbing center and fitness facility (the "Facility"); (iii) the acquisition and installation therein of certain furnishings and fixtures (the "Equipment" together with the Land and the Facility, collectively the "Project Facility") to be used in connection with the contemplated uses; and (iv) the lease of the Project Facility to the Company, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 862 of the Laws of 1971 of the State of New York (collectively, the "Act"),

as amended; and

WHEREAS, this Lease Agreement sets forth the terms and conditions pursuant to which the Agency agrees to lease and the Company agrees to rent the Agency's interest in the Project Facility (as hereinafter defined); and

WHEREAS, the execution and delivery of this Lease Agreement have been duly approved and authorized by the Closing Resolution (as hereinafter defined) duly adopted by the Agency; and

WHEREAS, the providing of the Project Facility and the leasing of the Project Facility to the Company pursuant to this Lease Agreement is for a proper corporate and public purpose, to wit, to advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the State and the Counties of Warren and Washington, New York; 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 the Lease Agreement has in all respects been duly authorized.

NOW, THEREFORE, THIS LEASE AGREEMENT FURTHER WITNESSETH:

ARTICLE I - DEFINITIONS

SECTION 1.1. DEFINITION OF TERMS. The following words and terms as used in this document shall have the following meanings unless the context or use indicates another or different meaning:

“Accountant” means an independent certified public accountant or a firm of independent certified public accountants selected by the Company.

“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 862 of the Laws of 1971 of the State, as amended.

“Agency” means (A) the Counties of Warren and Washington 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 the Counties of Warren and Washington Industrial Development Agency or its successors or assigns may be a party.

"Amended and Restated Preliminary Agreement" means the preliminary agreement dated as of November 14, 2016 between the Agency and the Company with respect to the Project.

“Authorized Representative” means the person or persons at the time designated to act in behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, as the case may be, containing the specimen signature of each such person and signed on behalf of (A) the Agency by its Chairman or Vice-Chairman 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 Company by any officer or such other person as may be authorized in writing by the members of the Company to act on behalf of the Company.

“Basic Documents” means the Underlying Lease, the Lease Agreement, the Payment in Lieu of Tax Agreement, the Agency Appointment Agreement, the Mortgage, the Recapture Policy, the Bill of Sale, the Amended and Restated Preliminary 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.

"Business Day" means a day on which banks located in Warren and Washington Counties, 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 Company and the Agency.

"Closing Date" means the date of the Closing.

"Closing Resolution" means the resolution duly adopted by the Agency on September 19, 2016 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.

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

"Company" means TRSB Enterprises, LLC, a New York limited liability company, and its successors and assigns.

"Completion Date" means the earlier to occur of (A) February 19, 2018, or (B) such date as shall be certified by the Company to the Agency as the date of completion of the Project pursuant to Section 4.2 of the Lease Agreement, or (C) such earlier date as shall be designated by written communication from the Company to the Agency as the date of completion of the Project, subject to circumstances beyond the Company's reasonable control.

"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.

"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 an 8,400+/- square foot indoor climbing center and fitness facility to be constructed on the Land.

"Financial Assistance" shall have the meaning assigned to such term in the recital clauses to the 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.

"Land" means the parcel(s) of land located at Carey Road (Lot 2), in the Town of Queensbury, County of Warren, State of New York and referred to as Tax Map Parcel Number 308.20-1-3.5, as more particularly described on Schedule A attached to the Lease Agreement.

"Lease Agreement" means this lease agreement dated as of November 14, 2016 by and between the Agency, as landlord, and the Company, as tenant, pursuant to which, among other things, the Agency has leased the Project Facility to the Company, as said lease agreement may be amended or supplemented from time to time.

"Lender(s)" means Berkshire Bank, 41 State Street, Albany, New York and its successors and assigns in this capacity.

"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 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 which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Loan(s)" means loans in the principal aggregate sum of \$1,250,000.00 to be made by the Lender(s) to the Company and to be secured by, among other things, the Mortgage or Mortgages, as the case may be.

"Mortgage" means the mortgage, security agreement and assignment of leases and rents dated as of November 14, 2016 from the Company and the Agency to Berkshire Bank to secure the Loan.

"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.

"Payment in Lieu of Tax Agreement" or "PILOT" means the payment in lieu of tax agreement dated as of November 14, 2016 by and between the Agency and the Company, pursuant to which the Company has agreed to make payments in lieu of taxes with respect to the Project Facility, as such agreement may be amended or supplemented from time to time.

"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 8.7 of the Lease Agreement, (C) Liens for taxes, assessments and utility charges, to the extent permitted by Section 6.2(B) of the Lease Agreement, (D) any Lien on the Project Facility obtained through any Basic Document, (E) the Mortgage; (F) any Lien requested by the Company in writing and consented to by the Agency, which consent of the Agency shall not be unreasonably withheld or delayed, and (G) exceptions to title included in the title commitment for the Project Facility issued by Old Republic National Title Insurance Company under Title No. _____.

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

"Plans and Specifications" means the description of the Project appearing in the recital clauses to the Lease Agreement.

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

"Project" means the project undertaken by the Agency consisting of (A) (1) the acquisition of a leasehold interest in the Land, (2) the construction of the Facility to constitute a retail facility to be operated by the Company, (B) the granting of certain Financial Assistance with respect to the foregoing, and (C) the lease of the Project Facility to the Company pursuant to the Lease Agreement.

"Project Facility" means the Land and the Facility.

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

"Real Property Tax Exemption Form" means a New York State Board of Real Property Services Form RP-412-a relating to the Project Facility.

"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.

"Term" means the term of the Underlying Lease.

"Termination of Lease Agreement" means a termination of lease agreement by and between the Company, as tenant, and the Agency, as landlord, intended to evidence the termination of the Lease Agreement.

"Unassigned Rights" means (A) the rights of the Agency granted pursuant to Sections 2.2(G), 4.1(F), 5.3, 8.2, and 8.8 of the 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), 4.1(F), 5.3, 6.3, 8.2, 10.2(B) and 10.4 of the Lease Agreement, and (C) the right to enforce the foregoing pursuant to Article X of the Lease Agreement.

"Underlying Lease" means the lease of the Project Facility by the Company to the Agency, dated as of November 14, 2016, whereby the Company has granted the Agency a leasehold interest in the Project lands and improvements.

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 the Lease Agreement and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Project Facility, the Project Facility 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 the Lease Agreement.

(B) Neither the execution and delivery of the Lease Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of the other documents by the Agency 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 it is bound, or will constitute a default by the Agency under any of the foregoing.

(C) The Agency will cause the Project Facility to be acquired, renovated and installed and will lease the Project Facility to the Company pursuant to the Lease Agreement, all for the purpose of advancing the job opportunities, health, general prosperity and economic welfare of the people of the State and the Counties of Warren and Washington, New York and improving their standard of living.

(D) Except as provided in Article IX hereof, the Agency, to the extent of its interest therein, shall not sell, assign, transfer, encumber or pledge as security the Project Facility or any

part thereof and shall maintain the Project Facility free and clear from all Liens or encumbrances except as contemplated or allowed by the terms of the Lease Agreement.

(E) The Agency shall cooperate with the Company in the filing by the Company, as agent of the Agency, of such returns and other information with any Governmental Authority as are required by any applicable law or regulation, provided the Company shall bear all costs of preparing, gathering and filing such returns and other information.

(F) The Agency will execute, acknowledge and deliver, at the sole cost and expense of the Company, all and every such further deeds, conveyances, mortgages, assignments, estoppel certificates, notices or assignments, transfer, assurances and other agreements as the Company may require from time to time hereafter.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(A) The Company is a limited liability company duly organized under the laws of the State of New York, is duly authorized to do business in the State, has power to enter into the Lease Agreement and the other documents executed by the Company and to carry out its obligations hereunder and thereunder and by proper action of its members has duly authorized execution, delivery and performance of this Lease Agreement and the other documents to be executed by the Company.

(B) Neither the execution and delivery of the Lease Agreement nor the other documents executed by the Company, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the provisions of the Lease Agreement or such other documents will conflict with or result in a breach of any of the terms, conditions or provisions of the Company's articles of organization, operating agreement, or any order, judgment, agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Company under the terms of any such instrument, order, judgment or agreement.

(C) Based upon the Company's application, the completion of the Project will not result in the removal of a commercial, industrial or manufacturing plant of the Company or any other proposed occupant of the Facility from one area of the State of New York to another area of the State of New York or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Facility located within the State of New York.

(D) So long as leasehold title to the Project Facility is held by the Agency, the Company will not take any action, or omit to take any action, or allow any action to be taken which would cause the Project Facility not to constitute a "project" as such quoted term is defined in the Act.

(E) Except as set forth in Section 8.7(B) hereof, the Company shall cause all notices as required by law to be given, and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and Requirements of all Governmental Authorities and public authorities applying to or affecting the conduct of work on the Facility (the applicability of such laws, ordinances, rules and regulations [other than laws relating to taxation of real or personal property] being determined both as if the Agency were the lessee and sublessor of the Project Facility and as if the Company were the fee owner and sublessee of the Project Facility), and the 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.

(F) The acquisition, renovation and installation of the Project Facility will not have a significant effect on the environment within the terms of Article 8 of the Environmental Conservation Law of the State and the statewide and local regulations thereunder.

(G) The Company shall deliver to the Agency a notice, within ten (10) days of its occurrence, or as soon thereafter as the Company becomes aware of, the same, of any Event of Default, material litigation or failure to observe any material covenant in this Lease.

(H) To the Company's knowledge, the Project Facility and the operation thereof substantially complies with all presently applicable building, zoning, environmental, planning and subdivision laws, ordinances, rules and regulations of Governmental Authorities having jurisdiction over the Project Facility (the applicability of such laws, ordinances, rules and regulations being determined as if the Agency were the lessee and sublessor of the Project Facility and as if the Company were the fee owner and sublessee of the Project Facility).

(I) The Company will not lease the whole or any portion of the Project Facility for an unlawful purpose.

ARTICLE III - CONVEYANCE OF PROJECT FACILITY

SECTION 3.1. AGREEMENT TO CONVEY TO THE AGENCY. The Company has conveyed to the Agency a leasehold interest in real property, including any buildings, structures or improvements thereon, described in Schedule A attached hereto and the Company has or will convey all of the interest in the equipment described in Schedule B (the "Equipment"). The Company agrees that the Agency's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this Leaseback Agreement. The Company hereby represents and warrants to the Agency that to its knowledge the Agency's leasehold title to the Project Facility is good and marketable and free and clear of all Liens, except for the Permitted Encumbrances and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Facility.

SECTION 3.2. USE OF PROJECT FACILITY. Subsequent to the Closing Date and during any period in which the Agency holds a leasehold interest to the Project Facility, the Company shall be entitled to use the Project Facility in any manner not otherwise prohibited by the documents provided such use causes the Project Facility to qualify or continue to qualify as a "project" under the Act, and does not tend to bring the Project Facility into disrepute as a public project.

ARTICLE IV – CONSTRUCTION OF THE FACILITY; ACQUISITION AND
INSTALLATION OF THE EQUIPMENT

SECTION 4.1. CONSTRUCTION OF THE FACILITY; ACQUISITION AND
INSTALLATION OF THE EQUIPMENT. (A) The Company will construct the Facility substantially in accordance with the Plans and Specifications.

(B) Notwithstanding anything to the contrary contained in the preceding sentence, during any period in which the Agency holds leasehold title to the Project Facility the Company may not revise the Plans and Specifications in a manner such that the Project Facility will no longer be a "project" under the Act.

(C) Title to all materials, equipment, machinery and other items of Property intended to be incorporated or installed in and to become part of the Project Facility shall vest in the Agency immediately upon deposit in the Land or incorporation or installation in the Facility, whichever shall first occur. The Company shall execute, deliver and record or file all instruments necessary or appropriate to so vest title 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 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 moneys advanced.

(E) The Agency hereby appoints the Company its true and lawful agent, and the Company hereby accepts such agency, (1) to construct or cause to be constructed the Facility in accordance with the Plans and Specifications, (2) to make, execute, acknowledge and deliver any contracts, orders, leases, receipts, writings and instruments with any other Persons, and in general to do all things which may be requisite or proper, all for the operation of the Project Facility with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided, however, that the liability of the Agency thereunder shall be limited to moneys advanced to the Company, (3) to pay all fees, costs and expenses incurred in the operation of the Project Facility from funds made available therefor in accordance with the Lease Agreement, (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 operation of the Project Facility, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security relating to such operation, and (5) to appoint sub-agents of the Agency to do any or all of the foregoing, provided the written consent of the Agency shall be first obtained; which consent shall not be unreasonably withheld.

(F) The Company shall give, or cause to be given, all notices and comply or cause compliance with all laws, ordinances, municipal rules and regulations and Requirements of all Governmental Authorities applying to or affecting the conduct of work on the Project Facility (the applicability of all such laws, ordinances, rules and regulations to be determined as if the Agency were the lessee and sub-lessor of the Project Facility and as if the Company were the fee owner and sub-lessee of the Project Facility), and the 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 Project Facility shall be procured promptly by the Company.

SECTION 4.2. COMPLETION OF FACILITY. The Company will complete the Project Facility and shall supply to the Agency (A) a certificate signed by the engineer of the Project or other party acceptable to the Agency stating that, with the exception of ordinary punch list items and work awaiting seasonal opportunity, the construction of the Facility has been completed in accordance with the Plans and Specifications therefor and (B) a certificate signed by an Authorized Representative of the Company stating that the payment of all labor, services, materials and supplies used in such renovation and installation has been made or provided for.

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 any contract made by it in connection with the construction of the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company shall proceed, either separately or in conjunction with others, to exhaust the remedies of the Company and the Agency against the contractor, subcontractor or materialman so in default and against each surety for the performance of such contract. The Company may, in its own name, or, with the prior written consent of the Agency which consent will not be unreasonably withheld or delayed, 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 Company deems reasonably necessary, and in such event the Agency hereby agrees, at the Company's sole expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder. The Net Proceeds of any recovery secured by the Company as a result of any action pursued against a contractor, subcontractor, materialman or their sureties pursuant to this Section 4.3 shall, subject to the prior rights of the holder of any mortgage on the Facility, be used to the extent necessary to complete the Project Facility, and any remaining proceeds shall be paid to the Company.

ARTICLE V - DEMISE OF PROJECT FACILITY; RENTAL PAYMENTS

SECTION 5.1. DEMISE OF PROJECT FACILITY. (A) In consideration of the Company's covenant herein to make rental payments, and in consideration of the other covenants of the Company contained herein, including the covenant to make additional and other payments required hereby, the Agency hereby agrees to demise and lease to the Company, and the

Company hereby agrees to rent and lease from the Agency, the Agency's interest in the Project Facility.

(B) The Company shall have the exclusive right to operate, manage and sublease space in the Project Facility so long as it does not engage in any conduct resulting in an Event of Default under this Lease Agreement.

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

(B) The leasehold estate created hereby shall terminate on the earliest to occur of (1) the date upon which the PILOT Agreement terminates pursuant to its terms, or (2) the termination of the Lease Agreement in accordance with Section 11.1 hereof.

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

SECTION 5.3. RENTAL PAYMENTS. The rent payable by the Company under this Lease Agreement shall be one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged by the Agency.

SECTION 5.4. NATURE OF OBLIGATIONS OF COMPANY HEREUNDER. (A) The obligations of the Company hereunder shall be a general obligation of the Company and shall be absolute and unconditional irrespective of any defense or any rights of set-off, recoupment or counterclaim the Company may otherwise have against the Agency. The Company agrees it will not: (1) suspend, discontinue or abate any payment required by the Lease Agreement or (2) fail to observe any of its other covenants or agreements in the Lease Agreement or (3) except as otherwise specifically provided for herein, terminate the Lease Agreement for any cause whatsoever including, without limiting the generality of the foregoing, any defect in the title, design, operation, merchantability, fitness or condition of the Project Facility or any part thereof or in the suitability of the Project Facility or any part thereof for the Company's purposes or needs, failure of consideration, destruction of or damage to, condemnation of title to or the use of all or any part of the Project Facility, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, 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 the 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 the Lease Agreement, and in the event the Agency should fail to perform any such agreement, the Company may institute such action against the Agency as the Company may deem necessary to compel performance (subject

to the provisions of Section 12.9 herein) or recover damages for nonperformance; provided, however, that the Company shall look solely to the Agency's estate and interest in the Project Facility for the satisfaction of any right or remedy of the 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 shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of the Company's remedies under or with respect to the Lease Agreement, the relationship of the Agency and the Company hereunder, or the Company's purchase of and title to the Project Facility, or any other liability of the Agency to the Company.

ARTICLE VI - MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

SECTION 6.1. MAINTENANCE AND MODIFICATIONS OF PROJECT FACILITY BY COMPANY. The Company agrees that it will (1) keep the Project Facility in good and safe operating order and condition, ordinary wear and tear excepted; and (2) make all necessary repairs and replacements to the Project Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (3) operate the Project Facility in a sound and economic manner.

SECTION 6.2. TAXES, ASSESSMENTS AND UTILITY CHARGES. (A) The Company agrees to pay, as the same respectively become due, (1) all 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 bought by the Company therein or thereon, including any payments due under the PILOT Agreement, (2) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project Facility and (3) all assessments and charges of any kind whatsoever lawfully made by any Governmental Authority for public improvements or services.

(B) The Company may in good faith contest any such taxes, assessments and other charges provided that the Company (1) first shall have notified the Agency of such contest (2) is not in default under the Lease Agreement, after the expiration of any applicable grace periods, and (3) shall have set aside adequate reserves for any such taxes, assessments and other charges or otherwise satisfied the Agency as to the availability of funds to pay such taxes. In the event of any such contest, the Company may permit the taxes, assessments and other charges so contested to remain unpaid unless the Project Facility, or the value of the Project Facility or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly or secured by posting a bond in form and substance satisfactory to the Agency.

SECTION 6.3. PAYMENT IN LIEU OF TAXES. (A) It is recognized that under the provisions of the Act, the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities. It is not the intention of the parties hereto, however, that the Project Facility be treated as exempt from real property taxation. Accordingly, the parties acknowledge that the PILOT Agreement has been

executed by the Company and the Agency with respect to the Project Facility. Until the expiration or termination of the PILOT Agreement, the Company shall be required to make or cause to be made payments in lieu of general real estate taxes in the amounts and in the manner set forth in the PILOT Agreement.

(B) In the event that (1) the Project Facility shall be deemed exempt from real property taxation, and (2) the PILOT Agreement shall for any reason no longer be in effect, the Company and Agency agree that the Company, or any subsequent user of the Project Facility under the Lease Agreement, shall be required to make or cause to be made, payments in lieu of taxes as provided to the school district or school districts, city, town, county, village and other political units wherein the Project Facility is located having taxing powers (such political units are hereinafter collectively referred to as "Taxing Entities") in such amounts as would result from taxes levied on the Project Facility by the respective Taxing Entities if the Project Facility were privately owned by the Company and not deemed owned by or under the jurisdiction or control or supervision of the Agency, but with appropriate reductions similar to the tax exemptions and credits, if any, which would be afforded to the Company if it were the owner of the Project Facility. In the event the PILOT Agreement is no longer in effect, it is agreed that the Agency, in cooperation with the Company, shall (1) cause the Project Facility to be valued for purposes of determining the amounts due hereunder as if owned by the Company as aforesaid by the appropriate officer or officers of any of the respective Taxing Entities as may from time to time be charged with responsibility for making such valuations, (2) cause to be appropriately applied to the valuation or valuations so determined the respective tax rate or rates of such Taxing Entities that would be applicable to the Project Facility if so privately owned, (3) cause the respective appropriate officer or officers of such Taxing Entities charged with the duty of levying and collecting such taxes to submit to the Company, when the respective levies are made for purposes of such taxes upon property privately owned as aforesaid, a statement specifying the amount and due date or dates of such taxes which the respective Taxing Entities would receive if such property were so privately owned by the Company and not deemed owned by or under the jurisdiction or control or supervision of the Agency, and (4) file with the appropriate officer or officers any account or tax returns furnished to the Agency by the Company for the purpose of such filing.

(C) The Company shall pay or cause to be paid to the respective Taxing Entities when due all payments in lieu of real property taxes with respect to the Project Facility required by Section 6.3(A) or 6.3(B) above, subject in each case to the Company's right to (1) contest valuations of the Project Facility made for the purpose of determining such payments therefrom, and (2) seek to obtain a refund of any such payments made in accordance with the terms of the Agreement for the Payment in Lieu of Taxes. In the event the Company shall fail to make or cause to be made any such payments in lieu of taxes, the amount or amounts so in default shall continue as an obligation of the Company until fully paid, and the Company agrees to pay or cause to be paid the same, together with interest thereon, at the same rate per annum as if such amounts were delinquent taxes.

SECTION 6.4. INSURANCE REQUIRED. At all times the Company shall maintain, or cause to be maintained, 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 in respect thereto, including, but not necessarily limited to:

(A) Insurance protecting the interests of the Company and the Agency against loss or damage to the Project Facility by fire, lightning and other casualties normally insured against with a uniform standard extended coverage endorsement, such insurance at all times to be in an amount not less than the total cash replacement value of the Project Facility, as determined by a recognized appraiser or insurer selected by the Company; provided, however, that the Company may, insure all or a portion of the Project Facility under a blanket insurance policy or policies covering not only the Project Facility or portions thereof but other property.

(B) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project Facility and for all contractors and subcontracts.

(C) Insurance protecting the Company and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 8.2 hereof) and arising from personal injury and death or damage to the Property of others caused by any accident or occurrence, with a single combined limit of not less than \$2,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$10,000,000 protecting the Company and the Agency against any loss or liability or damage for personal injury, death or Property damage.

(D) If the Project Facility is located within an area identified by the Secretary of Housing and Urban Development as having special flood hazards, insurance against loss by floods in an amount not less than \$1,000,000.00 or to the maximum limit of coverage made available, whichever is less.

(E) Other insurance coverage required by any Governmental Authority in connection with any Requirement.

(F) The Agency is to be included as additional insured's on a primary, non-contributory basis (using CG 2010 11/85 or its equivalent), including products-completed operations coverage for 3 years.

(G) No insurance policies obtained in accordance with this section shall exclude coverage for liability resulting from application of either Section 240 or Section 241 of the New York State Labor Law. A copy of the Additional Insured endorsement should be provided to the Agency.

(H) The Company agrees to require any and all subcontractors hired to perform work on

the project to obtain insurance coverage as provided above. All such insurance coverage shall name the Agency as an Additional Insured on a primary, Non-contributory basis on form CG 2010 11/85 or its equivalent. The foregoing coverage's and limits are to be considered as minimum requirements and in no way limit the liability of the subcontractor.

(I) All policies required by this section shall include a waiver of subrogation in favor of the Agency.

(J) All policies and certificates of insurance shall expressly provide that the Agency must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage.

(K) 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 COMPANY'S BUSINESS OR INTEREST.

SECTION 6.5. ADDITIONAL PROVISIONS RESPECTING INSURANCE. (A) All insurance required by Section 6.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts acceptable to the Company. All policies evidencing hazard insurance shall provide for (1) payment of the losses to the Company, the holder of a mortgage encumbering the Project Facility, and the Agency, as their respective interests may appear and in accordance with the terms of such mortgage, and (2) at least thirty (30) days written notice of the proposed cancellation or lapse thereof (or any reduction in policy limits or coverage thereof) to the Company and the Agency; provided, however, that if providing a policy of hazard insurance on the building it occupies is the obligation of any tenant of the Project Facility under the terms of such tenant's lease with the Company, payment of the proceeds of such hazard insurance policy shall be made pursuant to the terms of such lease.

(B) A certificate or certificates evidencing that all insurance required under Section 6.4 hereof is in force and effect and naming the Agency an additional insured shall be deposited with the Agency on or before the Closing Date, and copies of all of the insurance policies relating thereto shall be delivered to the Agency within thirty (30) days after the Closing Date. The 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 November 1 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 6.4 and 6.5 hereof, or if such insurance shall expire within such succeeding calendar year, reciting that adequate provision has been obtained for the renewal of such insurance for the calendar year succeeding the expiration date of such insurance. Prior to the expiration of any such policy, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Lease Agreement. Copies of all renewal or replacement policies will be forwarded to the Agency prior to the cancellation or termination of any policy.

SECTION 6.6. APPLICATION OF NET PROCEEDS OF INSURANCE. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.4 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid as the Company may determine; provided, however, that if providing a policy of hazard insurance on the building it occupies is the obligation of any tenant of the Project Facility under the terms of such tenant's lease with the Company, payment of the Net Proceeds of such hazard insurance policy shall be made pursuant to the terms of such lease.

ARTICLE VII - DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. DAMAGE OR DESTRUCTION. If the Project Facility shall be damaged or destroyed (in whole or in part) at any time, the Agency shall have no obligation to replace, repair, rebuild or restore the Project Facility.

SECTION 7.2. CONDEMNATION. If at any time the whole or any part of title to, or the use of, the Project Facility shall be taken by Condemnation, the Agency shall have no obligation to restore or replace the Project Facility.

SECTION 7.3. ADDITIONS TO PROJECT FACILITY. All replacements, repairs, rebuilding or restoration made pursuant to Sections 7.1 or 7.2 herein, whether or not requiring the expenditure of the 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 THAT THE PROJECT FACILITY OR ANY PART THEREOF IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS. THE COMPANY SHALL ACCEPT LEASEHOLD TITLE TO THE PROJECT FACILITY "AS IS" WITHOUT RECOURSE OF ANY NATURE AGAINST THE AGENCY FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE 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 Company hereby releases the Agency and its members, officers, agents (other than the Company) and employees from, agrees that the Agency and its members, officers, agents (other than the 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 Company) and employees harmless from and against any and all (1) liability for loss or damage to Property or injury to or death of any and all persons that may be

occasioned by any cause whatsoever pertaining to the 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 financing, acquiring, renovating, reconstructing, equipping, owning or selling of 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 and all liabilities or claims arising as a result of the Agency's obligations under the Lease Agreement, (3) all claims arising from the exercise by the Company of the authority conferred upon it pursuant to Section 4.1(E) of the Lease Agreement, 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 losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the intentional or willful wrongdoing of the Agency or any of its members, agents (other than the Company) or employees.

(B) In the event of any claim against the Agency or its officers, members, employees, servants or agents by any employee of the Company or any contractor of the Company or anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, the obligations of the 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 Company or such contractor under Worker's Compensation acts, disability benefits or other employee benefit acts.

(C) To effectuate the provisions of this Section 8.2, the Company agrees to provide for and insure, in the liability policies required in Sections 6.4(B) and 6.4(C) hereof, its liabilities assumed pursuant to this Section 8.2 to the extent such insurance is obtainable.

(D) Any other provisions of the Lease Agreement to the contrary notwithstanding, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of the 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 and charges incurred by the Agency, or its officers, members, employees, servants or agents, relating thereto.

SECTION 8.3. RIGHT OF ACCESS TO THE PROJECT FACILITY. The Company agrees that the Agency and its duly authorized agents have the right at all reasonable times, and upon reasonable prior notice, to enter upon and to examine and inspect the Project Facility.

SECTION 8.4. AGREEMENT TO PROVIDE INFORMATION. The Company agrees, whenever requested by the Agency, to provide and certify or cause to be certified copies of all annual reports and other public information concerning the Company, its finances, and other topics as the Agency, from time to time reasonable 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.

SECTION 8.5. BOOKS OF RECORD AND ACCOUNT; FINANCIAL STATEMENTS; COMPLIANCE CERTIFICATES. (A) The 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 affairs of the Company.

(B) Within ninety (90) days after the close of each fiscal year of the Company, the Company shall furnish to the Agency income and expense statements relating to its operation and management of the Project Facility, profit and loss statements and a consolidated balance sheet of the Company and its subsidiaries and affiliates for the immediately preceding fiscal year of the Company, reviewed by an Accountant and certified by an Authorized Representative of the Company.

(C) Upon request of the Agency, the Company shall furnish to the Agency a certificate of an Authorized Representative of the Company stating that, to its knowledge, 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 Company has taken or proposes to take with respect thereto.

SECTION 8.6. COMPLIANCE WITH ORDERS, ORDINANCES, ETC. (A) The Company agrees that it will promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project Facility or any part thereof, or to any use, manner of use or condition of the Project Facility or any part thereof (the applicability of such laws, ordinances, rules and regulations being determined as if the Agency were the lessee and sublessor of the Project Facility and as if the Company were the fee owner and sublessee of the Project Facility).

(B) Notwithstanding the provisions of subsection (A) of this Section 8.6, the Company may in good faith actively contest the validity or the applicability of any requirement of the nature referred to in such subsection (A), provided that the Company (1) shall have first notified the Agency in writing of such contest, (2) is not in default under the Lease, after the giving of notice and the expiration of any applicable grace periods, and (3) shall have set aside adequate reserves or otherwise satisfied the Agency as to the availability of funds for any such requirement. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company in writing that by failure to comply with such requirement or requirements as to the Project Facility may be materially endangered in the reasonable opinion of the Agency or the Project Facility or any part thereof may be subject to loss or forfeiture in the reasonable opinion of the Agency, in which case the Company shall take such action as shall be satisfactory to the Agency or its members, officers, agents or servants who may be liable for prosecution for failure to comply therewith in which event the Company, at its expense, shall promptly take such action with respect thereto as shall be satisfactory to the Agency.

SECTION 8.7. DISCHARGE OF LIENS AND ENCUMBRANCES. (A) The Company shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Project Facility or any part thereof.

(B) Notwithstanding the provisions of subsection (A) of this Section 8.7, the Company may in good faith actively contest any such Lien (except for mechanics' Liens which must be discharged of record no later than fifteen (15) days following the imposition of any such mechanics' Liens), provided that the Company shall have first notified the Agency in writing of such contest. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items the Project Facility or any part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed of record from the Project Facility. If the Company shall fail to discharge any such Lien in accordance with this subsection, then in addition to any other right or remedy of the Agency, the Agency may, but shall not be obligated to, discharge the same, whether by paying the amount claimed to be due, or procuring the discharge of such Lien by depositing in court security for such claim, or in such other manner as is or may be prescribed by law. Any amounts so paid by the Agency shall, at its option, become immediately due and payable with interest thereon.

SECTION 8.8. PERFORMANCE BY AGENCY OF COMPANY'S OBLIGATIONS. Should the Company fail to make any payment or to do any act as herein provided, the Agency may, but need not, upon fifteen (15) business days written notice to or demand on the Company and without releasing the 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 Company or the Agency, and paying all expenses, including, without limitation, reasonable attorneys' fees, and the Company will pay immediately upon demand all sums so expended by the Agency under the authority hereof, together with interest thereon.

SECTION 8.9. DEPRECIATION DEDUCTIONS AND TAX CREDITS. The parties agree that as between them the Company shall be entitled to all depreciation deductions and accelerated cost recovery system deductions with respect to any portions of the Project Facility pursuant to Sections 167 and 168 of the Internal Revenue Code of 1986, as amended, and any successor statute thereto (the "Code") and to any investment tax credit pursuant to Section 38 of the Code with respect to any portion of the Project Facility which constitutes "Section 38 Property" and to all other state and/or Federal income tax deductions and credits which may be available with respect to the Project Facility.

ARTICLE IX - TRANSFERS

SECTION 9.1. RESTRICTION ON TRANSFER OF INTERESTS HEREUNDER. (A) Except as otherwise specifically provided in this Article IX or in the other documents, the Agency shall

not sell, assign or otherwise dispose of any of its rights under the Lease Agreement or the Underlying Lease Agreement without the prior written consent of the Company.

(B) Except as otherwise specifically provided in this Article IX or in the other documents, the Company shall not sell, assign or otherwise dispose of any of its rights under the Lease Agreement or the Underlying Lease Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed.

SECTION 9.2. MERGER OF AGENCY. (A) Nothing contained in the 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, or transfer of the interest of the Agency in the Project Facility as an entirety to, any other public benefit corporation or political subdivision which has the legal authority to own and sell the Project Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements, and conditions of the Lease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder or the Project Facility shall be assigned or transferred.

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

ARTICLE X - EVENTS OF DEFAULT AND REMEDIES

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

If the Company fails to comply with any of the covenants, conditions or agreements made, or to be observed, by it in this Lease Agreement, other than those covenants, conditions or agreements for which a special period is referred to in subsection (B) of this Section 10.1, and such failure shall have continued for a period of thirty (30) days following written notice specifying the nature of the default, provided that if such default cannot reasonably be cured within said thirty (30) day period, the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default following written notice.

(B) Notwithstanding the foregoing subsection (A) above, the following shall be immediate Events of Default for which there shall be no cure period under this Section:

(1) A default by the Company in the due and punctual payment of the amounts specified to be paid pursuant to Section 5.3 hereof and such default shall have continued for a period of thirty (30) days;

(2) If any representation or warranty made by the Company herein or in any other instrument or document delivered by the Company to the Agency shall be incorrect or untrue in any material manner when made and such misrepresentation shall have a materially adverse effect on the Company's ability to perform its obligations under this Lease Agreement;

(3) If at any time any insurance policy required to be maintained pursuant to the Lease Agreement shall be canceled, terminated or lapse and shall not have been replaced prior to the effective date of such cancellation, termination or lapse by a policy covering the same matters as the lapsed policy, which new policy shall comply with all requirements relating to such type of insurance;

(4) Except as provided in Section 6.2(B) of the Lease Agreement, the Company fails to pay any tax or payment in lieu of tax when due;

(5) If a Lien for the performance of work or the supply of materials be filed against the Project Facility and remains un-discharged or un-bonded for a period of fifteen (15) days after notice of filing thereof is received by the Company or if the Project Facility is encumbered by any other Lien or encumbrance not approved by the Agency for seven (7) or more days after the Company as actual knowledge or written notice of the existence of such Lien or encumbrance, except as permitted by Section 8.7(B) of this Lease Agreement;

(6) (a) The dissolution or winding up of the Company; (b) the filing by the Company of a voluntary petition under Title 11 of the United States Code or any other Federal or state bankruptcy statute; (c) the failure by the Agency of the Company within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry out its obligations hereunder; (d) the commencement of a case under Title 11 of the United States Code against the Company as the debtor or commencement under any other Federal or state bankruptcy statute of a case, action or proceeding against any of the foregoing and continuation of such case, action or proceeding without dismissal for a period of sixty (60) days; (e) the filing, grant or 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 Company; (f) 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 Company unless such order, judgment or decree is vacated, dismissed or dissolved within sixty (60) days of its issuance; or (g) an assignment for the benefit of creditors by the Company of an admission in writing by the Company of its inability to pay its debts generally as they become due;

(7) Final judgment or a series of judgments for the payment of money in excess of \$1,000,000.00 in the aggregate not adequately covered by insurance shall be rendered against the Company and the Company shall not discharge the same or cause it to be discharged within sixty (60) days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or

(8) Failure of the Company to comply with any and all provisions of General Municipal Law section 875 and the provisions of the Payment in Lieu of Taxes Agreement, and the Agency's Recapture Policy, as it may be amended from time to time.

(9) An Event of Default as defined in Section 1.1(B) of the Agency Appointment Agreement.

(C) Notwithstanding the provisions of Section 10.1(A) and (B) hereof, if by reason of force majeure (as hereinafter defined) the Company shall be unable in whole or in part to carry out its obligations hereunder and if the Company shall give notice and full particulars of such force majeure in writing to the Agency within a reasonable time after the occurrence of the event or cause relied upon, the obligations of the Company hereunder, 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 (C) shall not be deemed an Event of Default under this Section 10.1. Notwithstanding anything to the contrary contained in this subsection (C), an event of force majeure shall not excuse, delay or in any way diminish the obligations of the Company to make the payments required by Sections 5.3 and 6.2 of the Lease Agreement to obtain and continue in full force and effect the insurance required by Article VI of the Lease Agreement, to provide the indemnity required by Section 8.2 of the Lease Agreement and to comply with the provisions of Sections 8.2 and 8.5 of the Lease Agreement. The term "force majeure" as used herein shall include, without limitation, 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 disturbance by acceding to the demands of the opposing party or parties.

SECTION 10.2. REMEDIES ON DEFAULT. (A) Whenever any Event of Default shall have occurred, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(1) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, all payments due the Agency under the Lease Agreement or any of the other documents.

(2) Subject to the rights of the holder of any mortgage on the premises, re-enter and take possession of the Project Facility, enforce or terminate this Lease Agreement in accordance with Section 11.1 and, subject to the Company's rights under Section 11.2, release its interest in the Project Facility to the Company.

(3) 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 subjects to the rights of the holder of any mortgage on the premises, and to enforce the obligations, agreements or covenants of the Company under the Lease Agreement.

(B) No action taken pursuant to this Section 10.2 (including repossession of the Project Facility) shall relieve the Company from its obligation to make all payments required by Sections 5.3, 6.2 and 8.2 hereof.

(C) Right to Cure Defaults. Notwithstanding any other provision herein, if there is a failure by the Company to perform any of the terms, conditions or covenants of this Lease Agreement to be performed by the Company and such failure continues unabated for thirty (30) days after written notice to the Company specifying such failure, as may be required under the terms of this Lease Agreement, the Agency may terminate this Lease Agreement, except additional time will be allowed in cases where the Company cannot reasonably cure within said thirty (30) day period if the Company commences to cure within such thirty (30) day period and thereafter continues to diligently pursue the cure until fully cured. It is understood that either the Company or a subtenant of this Lease Agreement may take action to cure.

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 the 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 expressly required in the Lease Agreement.

SECTION 10.4. AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES. In the event the Company should default under any of the provisions of the Lease Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred, 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 - EARLY TERMINATION OF LEASE AGREEMENT

SECTION 11.1. EARLY TERMINATION OF LEASE AGREEMENT. The 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 Company stating the Company's intention to do so pursuant to this Section 11.1. In addition, and as provided in Section 10.2(A)(2) hereof, upon an Event of Default hereunder, the Agency may terminate this Lease Agreement and terminate the Underlying Lease. Upon the termination of this Lease Agreement, the Company shall have the option to terminate the Underlying Lease.

SECTION 11.2. OBLIGATION TO SELL AND PURCHASE THE PROJECT FACILITY. (A) Contemporaneously with the termination of this Lease Agreement in accordance with Sections 5.2, 10.2 or 11.1 hereof or any other provision of law or the Lease Agreement, the Agency shall sell and the Company shall purchase all the Agency's right, title and interest in and to the Project Facility for the purchase price of One Dollar (\$1.00) plus payment of all sums due and payable to the Agency, or any other Person pursuant to this Lease Agreement.

(B) The sale and conveyance of the Agency's right, title and interest in and to the Land and Facility shall be affected by the recording of an assignment of its leasehold interest in the Project Facility to Company. The Company hereby agrees to pay all expenses and taxes, if any, applicable to or arising from such transfers of title.

SECTION 11.3. CONVEYANCE ON PURCHASE OF THE PROJECT FACILITY. At the closing of any purchase of the Project Facility pursuant to Section 11.2 hereof, the Agency shall, upon the satisfaction of the conditions set forth in Section 5.2 or Section 11.1 hereof, as appropriate, deliver to the Company all necessary documents (A) to convey to the 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: (1) any Liens or title defects to which title to such Property was subject when conveyed or leased to the Agency by the Company, (2) any Liens created at the request of the Company or to the creation of which the Company consented, (3) any Permitted Encumbrances, and (4) any Liens resulting from the failure of the 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 (B) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any Net Proceeds of insurance settlements or Condemnation awards with respect to the Project Facility (excepting amounts relating to the Unassigned Rights).

ARTICLE XII - MISCELLANEOUS

SECTION 12.1. NOTICES. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (A) delivered 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 (B) delivery is refused by the Agency or Company, as the case may be, as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

TO THE AGENCY:

Counties of Warren and Washington Industrial Development Agency
5 Warren Street
Glens Falls, New York 12801
Attention: Chairman

WITH A COPY TO:

FitzGerald Morris Baker Firth, P.C.
16 Pearl Street
Glens Falls, New York 12801
Attention: Kara I. Lais, Esq.

TO THE COMPANY:

TRSB Enterprises, LLC
138 Quaker Road
Queensbury, New York 12801
Attention: Thomas Rosecrans

WITH A COPY TO:

King Adang Arpey Stickland & Thompson
340 Broadway
Suite 3
Saratoga Springs, New York 12866
Attention: John W. Arpey, Esq.

TO THE BANK:

Berkshire Bank
41 State Street
Albany, New York 12207

WITH A COPY TO:

Phillips Lytle LLP
28 East Main Street, Suite 1400
Rochester, New York 14614
Attention: Raymond L. Ruff, Esq.

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

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

SECTION 12.3. SEVERABILITY. In the event any provision of the Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 12.4. AMENDMENTS, CHANGES AND MODIFICATIONS. The Lease Agreement may not be amended, changed, modified or altered except by an instrument in writing executed by the parties hereto.

SECTION 12.5. EXECUTION OF COUNTERPARTS. The 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. The Lease Agreement shall be governed exclusively by, and construed in accordance with, the laws of the State.

SECTION 12.7. SURVIVAL OF OBLIGATIONS. The obligations of the Company to make the payments required by Section 5.3 hereof and to provide the indemnity required by Section 8.2 hereof shall survive the termination of the Lease Agreement and all such payments after such termination shall be made upon demand of the party to whom such payment is due.

SECTION 12.8. TABLE OF CONTENTS AND SECTION HEADINGS NOT CONTROLLING. The Table of Contents and the Headings of the several sections in the Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of the Lease Agreement.

SECTION 12.9. NO RECOURSE; SPECIAL OBLIGATION. Notwithstanding any statement or representation to the contrary contained herein or in any of the other documents executed by the Agency, the obligations and agreements of the Agency contained herein and in said documents and in any other instrument or document executed by the Agency in connection therewith and

any instrument or document executed by the Agency supplemental thereto shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees 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. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State, or the Counties of Warren and Washington, New York and neither the State, nor the Counties of Warren and Washington, 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 sale or other disposition of the Project Facility (except for revenues derived by the issuer with respect to the Unassigned Rights). 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 (A) 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) 10 days shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, and (B) if 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 (C) 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 Company) or employees shall be subject to potential liability the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand and (2) if requested by the Agency shall furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

SECTION 12.10. ASSIGNMENT AND SUBLEASES. (a) This Lease Agreement may not be assigned in whole or in part except to a Related Person of the Company (as that term is defined in subparagraph (C) of paragraph 3 of subsection (b) of section 465 of the Internal Revenue Code of 1986, as amended, hereinafter "Related Person"), and the Facility may not be subleased, in whole or in part, by the Company except to a Related Person of the Company without the prior written consent of the Agency. Any assignment of this Agreement and related PILOT Agreement shall require the prior written consent of the Agency by approval at a meeting of the Agency. A transfer of 50% or more of the voting interests of the Company, other than to a Related Person of the Company, shall be deemed as assignment and require the prior written consent of the Agency.

Any and all subleases of one or more portions of the Facility by the Company, and any amendments thereto, to a non-related person in the normal course of business and operation of

the Facility shall be delivered to the Agency within 10 days of execution and delivery along with evidence of subtenant insurance naming the Agency as an additional insured. Any such subleases shall also incorporate the provisions set forth within Schedule C, hereto.

Any assignment, if any one approved by the Agency, shall be on the following conditions, as of the time of such assignment:

- (i) no assignment shall relieve the Company from primary liability for any of its obligations hereunder;
- (ii) the assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned;
- (iii) the Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment and the instrument of assumption; and
- (iv) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.

If the Agency shall so request, as of the purported effective date of any assignment pursuant to subsection (a) above, the Company at its cost shall furnish the Agency with an opinion, in form and substance satisfactory to the Agency as to terms (i), (ii) and (iv), above.


(b) Any such assignment or sublease is subject to the review and approval by the Agency and its counsel (at no cost to the Agency; any such cost to be paid by the Company, including attorneys' fees), and shall contain such terms and conditions as reasonably required by the Agency and its counsel.

SECTION 12.11. SUBORDINATION. This Lease Agreement and all the rights of the Company hereunder are and shall be subject and subordinate to the lien of the Mortgage, as defined herein, which may now or hereafter affect the Project Facility and to all renewals, modifications, consolidations, replacements and extensions thereof, and advances thereunder.

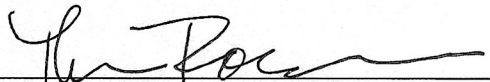
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agency and the Company have caused this Lease Agreement to be executed in their respective names by their Authorized Representatives as of the Effective Date.

COUNTIES OF WARREN AND WASHINGTON
INDUSTRIAL DEVELOPMENT AGENCY

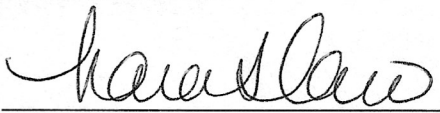
BY: 
Harold G. Taylor, Chairman

TRSB ENTERPRISES, LLC

BY: 
Thomas Rosecrans, Authorized Member

STATE OF NEW YORK)
)
) SS
COUNTY OF WARREN)

On the 14th day of November in the year 2016, before me, the undersigned, a notary public in and for said state, personally appeared **Harold G. Taylor** 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.

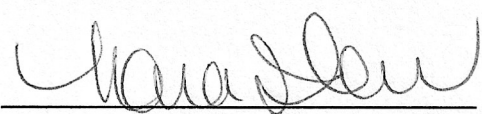


Notary Public

KARA I. LAIS
Notary Public, State of New York
Saratoga Co. #02LA6105701
Commission Expires Feb. 17, 2020

STATE OF NEW YORK)
)
) SS
COUNTY OF Albany)

On the 14th day of November in the year 2016, before me, the undersigned, a notary public in and for said state, personally appeared **Thomas Rosecrans** 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

KARA I. LAIS
Notary Public, State of New York
Saratoga Co. #02LA6105701
Commission Expires Feb. 17, 2020

SCHEDULE A
LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate in the Town of Queensbury, County of Warren and State of New York, shown on a map entitled Northern Distributing Subdivision, Town of Queensbury, Phase 1, made by Rist-Frost Associates, P.C., dated February, 1989, filed in the Office of the County Clerk of the County of Warren on October 3, 1989 in the Oversize Map Cabinet as Map E-3, as Lot Number 2.

SCHEDULE B

All machinery, apparatus, appliances, equipment, fittings fixtures and furnishings and other property of every kind and nature whatsoever now or hereafter affixed to, located upon, appurtenant thereto or usable in connection with the present or future operation and occupancy of the Facility together with any replacements therefore to the extent acquired in the name of the Counties of Warren and Washington Industrial Development Agency (the "Agency") by TRSB Enterprises, LLC (the "Company") or any other agent appointed pursuant to the terms of the Basic Documents, as defined in this Lease Agreement, or to the extent the Company conveys title to the Agency.

SCHEDULE C

TRSB Enterprises, LLC (the "Landlord") and _____, (the "Tenant") hereby acknowledge that the within lease agreement pertains to a certain facility (the "Facility") which is also leased to and from the Counties of Warren and Washington Industrial Development Agency (the "Agency") pursuant to a certain Underlying Lease Agreement and Lease Agreement, each dated as of _____ (with related documents, including a PILOT Agreement, collectively, the "Agency Documents").

Landlord and Tenant acknowledge and agree that the obligations and agreements of the Agency contained within the Agency Documents and any other instrument or document executed in connection therewith, and any other instrument or document supplemental thereto, are and shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Landlord) or employee of the Agency in his/her individual capacity, and the members, officers, agents (other than the Landlord) and employees 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. Landlord and Tenant hereby further acknowledge and agree that the obligations and liabilities of the Agency, if any, with respect to the Facility are specifically limited and controlled by the terms and conditions set forth within the Lease Agreement. No recourse may be sought by the Tenant or any permitted guests, agents or invitees from the Agency for any of the operation, condition, or maintenance of the Facility - whether in tort or equity, with any such liability being the express responsibility of Landlord and/or Tenant, as their respective interests shall appear.

The obligations and agreements of the Agency contained within the Agency Documents do and shall not constitute or give rise to an obligation of the State of New York or the Counties of Warren and Washington, New York and neither the State of New York nor the Counties of Warren and Washington, New York shall be liable hereon or thereon and, further, such obligations and agreements are and 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 sale or other disposition of the Facility (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined within the Lease Agreement).

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 (A) 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) 10 days shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, and (B) if 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 (C) 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 Company/Landlord) or employees shall be subject to potential liability the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company/Landlord) and employees against any liability incurred as a result of its compliance with such demand and (2) if requested by the Agency shall furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents (other than the Company/Landlord) and employees against all liability expected to be incurred as a result of compliance with such request.

Tenant further represents and acknowledges that by entering into the within Lease Agreement will not result in the removal of a commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Facility from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Tenant located within the State. To the extent that Tenant are relocated from one plant or facility to another, Tenant's shift of operations to the Facility is and was necessary to discourage the Tenant from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Tenant in its respective industry.

The within acknowledgments and representations are made for the benefit of the Agency and the Landlord and may be relied upon by the same.

TRSB Enterprises, LLC, Landlord

By:
Title:

_____, as Tenant

By:
Title: