

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 15th day of December, 2008, between Owner(s) South Hill Business Campus, LLC, or having an office at 950 Danby Road, Ithaca, New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 950 Danby Road in the Town of Ithaca, County of Tompkins, State of New York known and designated on the tax map of the County Clerk of Tompkins as tax map parcel numbers; Section 39 Block 1 Lots 1.1, 1.2 and 1.4, being the same as that property conveyed to Grantor by deed on December 17, 2004 and recorded in the Land Records of the Tompkins County Clerk at Instrument Number 465869-001 of Deeds, a portion of which is comprised of approximately 42.532 acres, and hereinafter more fully described in Schedule "A" attached hereto and made a part hereof (the " Controlled Property"); and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Number B7-0687-05-03 Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

I. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in

perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property:

A. The Controlled Property may be used for commercial use as long as the following long-term engineering controls are employed:

(i) The Grantor or its successors and assigns must maintain in operation an active sub-slab depressurization system in the existing site building in accordance with the Site Management Plan (SMP) dated September 2008 approved by the NYSDEC and NYSDOH.

(ii) The Grantor and its successors and assigns must maintain in operation a positive-pressure air exchange system in the existing building in accordance with the SMP dated September 2008 approved by the NYSDEC and NYSDOH.

(iii) The Grantor or its successors and assigns must conduct air monitoring in accordance with the SMP dated September 2008 approved by the NYSDEC and NYSDOH.

(iv) Future Structure(s) on the Controlled Property must include an active system to mitigate the potential for soil vapor intrusion in accordance with the SMP dated September 2008 approved by the NYSDEC and NYSDOH. Such system could include sub-slab depressurization and/or positive pressurization. Alternatively, the Grantor or its successors and assigns must conduct a soil vapor intrusion investigation pursuant to a work plan approved by the NYSDEC and NYSDOH to demonstrate that such engineering controls are not necessary in new structures.

(v) The groundwater beneath the Controlled Property cannot be used as a potable water source or for any other use without prior written permission of the NYSDEC and NYSDOH, and the pumping and discharge of groundwater to the waters of the State of New York is not allowed without appropriate treatment and approval of the governing State, County, or municipal authority.

(vi) The Grantor or its successors and assigns must conduct groundwater monitoring in accordance with the SMP dated September 2008 approved by the NYSDEC and NYSDOH.

B) Grantor shall provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan that the Department has approved for the Controlled Property and all Department-approved amendments to that Site Management Plan.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated September 2008 ("SMP"). The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. Upon notice of not less than thirty

(30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:
Region 7
NYS DEC
615 Erie Boulevard West
Syracuse, NY 13204-2400

or

Site Control Section
Division of Environmental Remediation
NYS DEC
625 Broadway
Albany, NY 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted use or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.

E. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

F. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, or to mortgage or place a lien subject and subordinate to this Environmental Easement;

5. Enforcement

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information: County, NYSDEC Site Number, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C 755012
Environmental Easement Attorney
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where

County: Tompkins Site No: C 755012 BCA Index No: - B7-0687-05-03

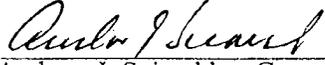
the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

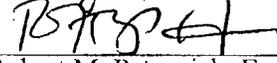
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name: South Hill Business Campus, LLC .

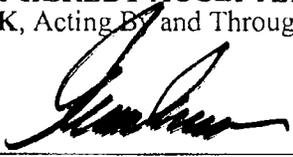
By: 
Andrew J. Sciarabba- General Manager Member

Title: Managing Member Date: 11/26/08

By: 
Robert M. Petrovich, Environmental Manager/Member

Title: Environmental Manager Date: 12/1/08
Member

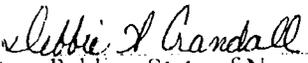
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation

by: 
Alexander B. Grannis, Commissioner

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF Tompkins) ss:

On the 26th day of November, in the year 2008 before me, the undersigned, personally appeared Andrew J. Sciarabba, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

DEBBIE S. CRANDALL
Notary Public, State of New York
No. 01CR5013233
Qualified in Tompkins County
Commission Expires July 15, 2011

Grantor's Acknowledgment

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

On the 1st day of December, in the year 2008, before me, the undersigned, personally appeared Robert M. Petrovich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Christine N. Malkoske
Notary Public - State of New York

CHRISTINE N MALKOSKE
Notary Public, State of New York
No. 01MA6167684
Onondaga County
Commission Expires June 4, 2011

Grantee's Acknowledgment

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

On the 15th day of December, in the year 2008, before me, the undersigned, personally appeared ALEXANDER B. GRANNIS personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/it executed the same in his/her/ capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Yvonne M. Ward
Notary Public - State of New York

Yvonne M. Ward
Notary Public - State of New York
No. 02WA6115685
Qualified in Saratoga County
My Commission Expires Sept. 13, 2008 2012

County: Tompkins Site No: C 755012 BCA Index No:- B7-0687-05-03

SCHEDULE "A"
PROPERTY DESCRIPTION

BCP SITE NO. C755012

South Hill Business Center, LLC

950 Danby Road

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Ithaca, County of Tompkins and State of New York, being a portion of the lands conveyed by TPG IPB, Inc. to South Hill Business Campus, LLC by bargain and sale deed dated 12/17/2004 and filed in the Tompkins County Clerk's office in Liber 465869 at page 9001 and bounded and described as follows:

BEGINNING at an pipe in the west line of New York State Highway Route 96B which pipe is located north 83°03'41" west from the Intersection of the north line of the premises to be conveyed herein extended to its intersection with center line of NYS route 96B a perpendicular distance of 61.4 feet which point of intersection is 1423± feet more or less, southerly from the intersection of Route 96B with the center line of Coddington Road;

THENCE running south 20°51'37" west along the highway line a distance of 168.81 feet to a pipe;

THENCE running south 68°32'01" east a distance of 13.00 feet to an iron pipe;

THENCE running south 21°37'55" west along said highway line a distance of 953.16 feet to a point;

THENCE continuing along said highway line south 22°42'32" west a distance of 463.00 feet to a point;

THENCE continuing along said highway south 23°05'46" west, a distance of 15.63 feet to a point;

THENCE running through the lands of South Hill Business Center, LLC north 83°51'55" west a distance of 989.23 feet to a point;

THENCE running north 07°11'20" east a distance of 924.57 feet to a pin found at the intersection of stone walls;

THENCE running north 07°11'20" east a distance of 625.43 feet to a pipe;

THENCE running south 83°51'55" east a distance of 968.14 feet to a pipe;

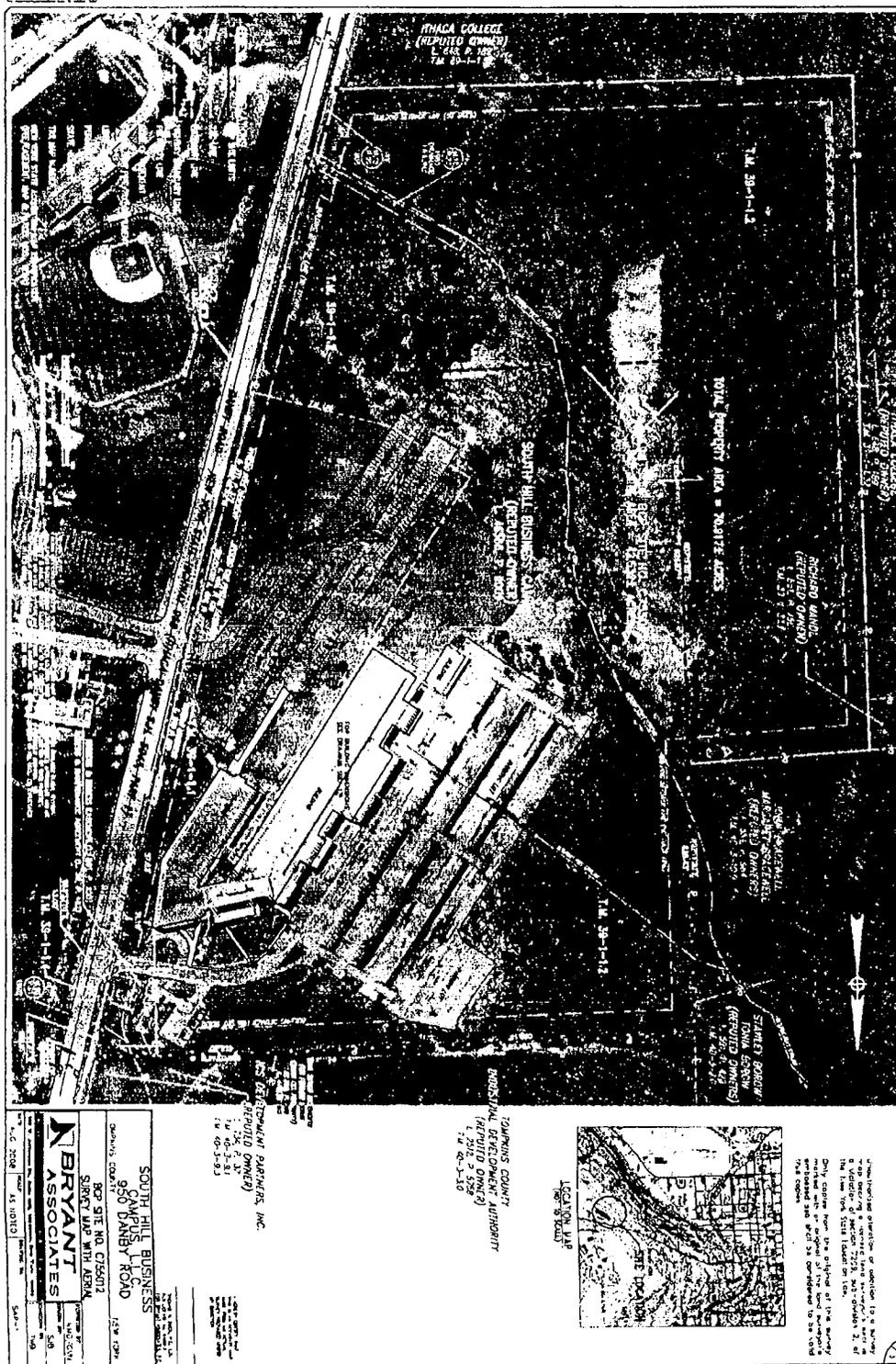
THENCE running south 83°03'41" east a distance of 414.30 feet to the point of beginning; and containing 42.532± acres of land more or less

TOGETHER with the following:

County: Tompkins _____ Site No: C 755012 _____ BCA Index No:- B7-0687-05-03 _____

1 An easement granted to the National Cash Register Company by Instrument dated March 8, 1957 and recorded in the Tompkins County Clerk's Office on March 21, 1957 in Liber 398 of Deeds at page 489 for the construction, maintenance, repair, replacement or enlargement of the sanitary sewer line and manholes over the premises described in said easement. Said easement is shown on the map of the "Proposed Sanitary Sewer Connection for New Plant of the National Cash Register Company to City of Ithaca, N.Y. System" made by Carl Crandall, C.E., dated July 15, 1956 a copy of which was filed in the Tompkins County Clerk's Office in Drawer 3 on October 9, 1956.

2 An agreement by the Town of Ithaca for the repair and replacement of sewer lines conveyed to the Town of Ithaca by instrument dated November 13, 1968 and recorded in the Tompkins County Clerk's Office on November 22, 1968 in Liber 478 of Deeds at page 915.



SUBORDINATION AGREEMENT

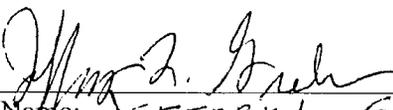
KNOW ALL MEN BY THESE PRESENTS:

That, for consideration of the sum of One Dollar (\$1.00) and other good valuable consideration in hand paid, receipt of which is hereby acknowledged, Chemung Canal Trust Company ("Mortgagee") and South Hill Business Campus, LLC ("Mortgagor"), the undersigned, have agreed and by these presents do agree that The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation have an interest in the real property described in a certain Environmental Easement from South Hill Business Campus, LLC ("Grantor") to The People of the State of New York ("Grantee") acting through their Commissioner of the Department of Environmental Conservation, dated the 15th day of December, 2008 recorded at Instrument Number 535526-001 in the Tompkins County Clerk's Office.

The above-described Environmental Easement shall be a superior interest upon said property to the lien of (a) that certain unrecorded Mortgage from Mortgagor to Mortgagee, in the amount of \$4,000,000.00 dated the 30th day of September, 2005; (b) that certain Assignment of Leases and Rents from Mortgagor to Mortgagee dated the 30th day of September, 2005 and recorded the same date in said Clerk's Office at Instrument Number 479862-001; (c) that certain Building Loan Contract between Mortgagor and Mortgagee dated the 30th day of September, 2005 and recorded the same date in said Clerk's Office at Instrument Number 479862-003; and (d) that certain Notice of Lending from Mortgagee to Mortgagor dated the 30th day of September, 2005 and recorded the same date in said Clerk's Office at Instrument Number 479862-004.

In the event that the above-described Environmental Easement is amended or assigned, this Subordination Agreement will remain in effect and enforceable.

Chemung Canal Trust Company

By: 
Print Name: JEFFREY L. GRAEBEN
Title: ASST. VICE PRESIDENT

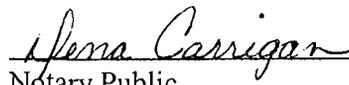
South Hill Business Campus, LLC

By: 
Andrew J. Sciarabba
General Manager Member

STATE OF NEW YORK)
COUNTY OF ~~TOMPKINS~~) ss.:
Chemung

On the ^{7th} ~~6~~ day of ~~OCTOBER~~ in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY L. GREUBER, AVP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

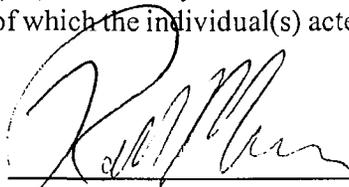
Dena M. Carrigan
Notary Public, State of New York
No. 4997615
Qualified in Schuyler County;
Commission Expires 6/8/10



Notary Public

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

On the 4th day of November in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew J. Sciarabba, General Manager Member of South Hill Business Campus, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

RANDALL MARCUS
Notary Public, State of New York
No. 02MA4967141
Qualified in Tompkins County
Commission Expires May 29, 2010

SUBORDINATION AGREEMENT

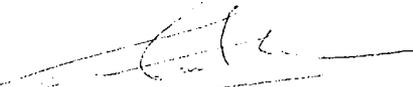
KNOW ALL MEN BY THESE PRESENTS:

That, for consideration of the sum of One Dollar (\$1.00) and other good valuable consideration in hand paid, receipt of which is hereby acknowledged, ICS Development Partners, Inc. (successor in interest to Overview of Ithaca, Inc. by deed recorded in the Tompkins County Clerk's Office at Liber 734, page 37 in and to the real property identified as Town of Ithaca Tax parcels number 40-3-9.1 and 40-3-9.3; "ICS") and South Hill Business Campus, LLC ("SHBC"), the undersigned, have agreed and by these presents do agree that The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation have an interest in the real property described in a certain Environmental Easement from South Hill Business Campus, LLC ("Grantor") to The People of the State of New York ("Grantee") acting through their Commissioner of the Department of Environmental Conservation, dated the 15th day of December, 2008 recorded at Instrument Number 535526-001 in the Tompkins County Clerk's Office.

The above-described Environmental Easement shall be a superior interest upon said property to any and all interests in said property held by ICS in accordance with (a) the Easement Agreement between Old River Software, Inc. and Overview of Ithaca, Inc. dated July 31, 1992, and recorded August 10, 1992 in said Clerk's Office at Liber 39 of Miscellaneous Records, page 162, and (b) the Easement granted to Overview of Ithaca, Inc. dated July 31, 1992, and recorded August 10, 1992 in said Clerk's Office at Liber 681 of Deeds, page 200.

In the event that the above-described Environmental Easement is amended or assigned, this Subordination Agreement will remain in effect and enforceable.

ICS Development Partners, Inc.

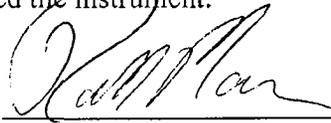
By: 
Print Name: Carl T. Gupta
Title: PRESIDENT

South Hill Business Campus, LLC

By: 
Andrew J. Sciarabba
General Manager Member

STATE OF NEW YORK)
COUNTY OF TOMPKINS)^{ss.:}

On the 29th day of October in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Om P. Gupta, as president of grantor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

RANDALL MARCUS
Notary Public, State of New York
No. 02714987141
Qualified in Tompkins County
Commission Expires May 29, 2010

STATE OF NEW YORK)
COUNTY OF TOMPKINS)^{ss.:}

On the 4th day of November in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew J. Sciarabba, General Manager Member of South Hill Business Campus, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

RANDALL MARCUS
Notary Public, State of New York
No. 02714987141
Qualified in Tompkins County
Commission Expires May 29, 2010



Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax: (607) 274-5445

Instrument Number
535526-004

No. of Pages: 2
Delivered By: BARNEY GROSSMAN DUBOW M

Receipt No. 535526
Return To:
BARNEY GROSSMAN DUBOW MARCUS
SENECA BUILDING WEST SUITE 400
119 EAST SENECA STREET
ITHACA, NY 14850

DATE: 12/17/2008

Time: 02:40 PM

Document Type: MISC RECORDS

Parties To Transaction: SOUTH HILL BUSINESS CAMPUS

Deed Information

Consideration:
Transfer Tax:
RETT No:
County Transfer Tax:
State of New York
Tompkins County Clerk

Mortgage Information

Mortgage Amount:
Basic Mtge. Tax:
Special Mtge. Tax:
Additional Mtge. Tax:
Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



SUBORDINATION AGREEMENT

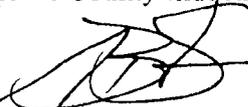
KNOW ALL MEN BY THESE PRESENTS:

That, for consideration of the sum of One Dollar (\$1.00) and other good valuable consideration in hand paid, receipt of which is hereby acknowledged, Tompkins County Industrial Development Agency ("TCIDA") and South Hill Business Campus, LLC ("SHBC"), the undersigned, have agreed and by these presents do agree that The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation have an interest in the real property described in a certain Environmental Easement from South Hill Business Campus, LLC ("Grantor") to The People of the State of New York ("Grantee") acting through their Commissioner of the Department of Environmental Conservation, dated the 15th day of December, 2008 recorded at Instrument Number 535526-001 in the Tompkins County Clerk's Office.

The above-described Environmental Easement shall be a superior interest upon said property to any and all interests in said property held by TCIDA in accordance with (a) the Lease between TCIDA and SHBC dated February 27, 2007, a Memorandum of which was recorded the same date in said Clerk's Office as Instrument Number 504698-001, and (b) the Lease between SHBC and TCIDA dated February 27, 2007, a Memorandum of which was recorded the same date in said Clerk's Office as Instrument Number 504698-002.

In the event that the above-described Environmental Easement is amended or assigned, this Subordination Agreement will remain in effect and enforceable.

Tompkins County Industrial Development Agency

By: 
Print Name: Michael Stamm
Title: Ad. Dir.

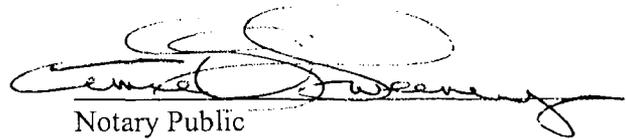
South Hill Business Campus, LLC

By: 
Andrew J. Sciarabba
General Manager Member

STATE OF NEW YORK)
COUNTY OF TOMPKINS)^{ss.:}

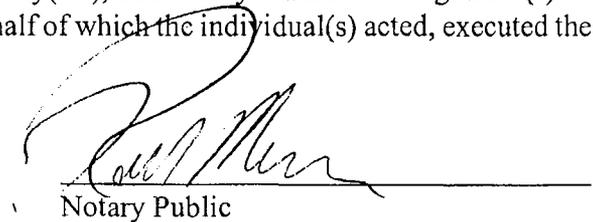
On the 3 day of October in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Stamm, ~~ADMINISTRATIVE DIRECTOR~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

AMIE B. SWEENEY
Notary Public, State of New York
No. 01SW6042138
Qualified in Cortland County
Commission Expires May 15, 2010


Notary Public

STATE OF NEW YORK)
COUNTY OF TOMPKINS)^{ss.:}

On the 4th day of November in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew J. Sciarabba, General Manager Member of South Hill Business Campus, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

RANDALL MARCUS
Notary Public, State of New York
No. 01SW6042138
Qualified in Cortland County 10
Commission Expires May 15, 2010



Aurora R. Valenti
TOMPKINS COUNTY CLERK

320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431
Fax: (607) 274-5445

Instrument Number
535526-002

No. of Pages: 2
Delivered By: BARNEY GROSSMAN DUBOW M
Receipt No. 535526
Return To:
BARNEY GROSSMAN DUBOW MARCUS
SENECA BUILDING WEST SUITE 400
119 EAST SENECA STREET
ITHACA, NY 14850
DATE: 12/17/2008
Time: 02:39 PM
Document Type: MISC RECORDS
Parties To Transaction: SOUTH HILL BUSINESS CAMPUS

Deed Information

Mortgage Information

Consideration:

Mortgage Amount:

Transfer Tax:

Basic Mtge. Tax:

RETT No:

Special Mtge. Tax:

County Transfer Tax:

Additional Mtge. Tax:

State of New York
Tompkins County Clerk

Mortgage Serial No.:

This sheet constitutes the Clerk endorsement required by Section 316-A(5) & Section 319 of the Real Property Law of the State of New York. DO NOT DETACH

Aurora R. Valenti

Tompkins County Clerk



SUBORDINATION AGREEMENT

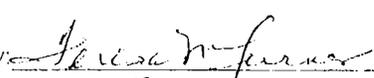
KNOW ALL MEN BY THESE PRESENTS:

That, for consideration of the sum of One Dollar (\$1.00) and other good valuable consideration in hand paid, receipt of which is hereby acknowledged, New York State Electric & Gas Corporation ("NYSEG") and South Hill Business Campus, LLC ("SHBC"), the undersigned, have agreed and by these presents do agree that The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation have an interest in the real property described in a certain Environmental Easement from South Hill Business Campus, LLC ("Grantor") to The People of the State of New York ("Grantee") acting through their Commissioner of the Department of Environmental Conservation, dated the 15th day of December, 2008 recorded at Instrument Number 535526-001 in the Tompkins County Clerk's Office.

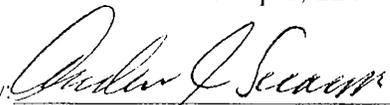
The above-described Environmental Easement shall be a superior interest upon said property to any and all interests in said property held by NYSEG in accordance with each of the four easements granted to NYSEG described as follows: (a) dated June 4, 1954 and recorded September 30, 1954 in said Clerk's Office in Liber 371 of Deeds, at page 572; (b) dated September 27, 1957 and recorded February 13, 1958 in said Clerk's Office in Liber 404 of Deeds, at page 139; (c) dated April 8, 1966 and recorded in August 4, 1966 in said Clerk's Office in Liber 464 of Deeds, at page 377; (d) dated January 15, 1991 and recorded February 21, 1991 in said Clerk's Office in Liber 660 of Deeds, at page 254.

In the event that the above-described Environmental Easement is amended or assigned, this Subordination Agreement will remain in effect and enforceable.

New York State Electric & Gas Corporation

By:  CLO
Print Name: TERESA M. TURNER
Title: VP Customer Service

South Hill Business Campus, LLC

By: 
Andrew J. Sciarabba
General Manager Member

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

On the 27th day of October in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Teresa M. Tucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

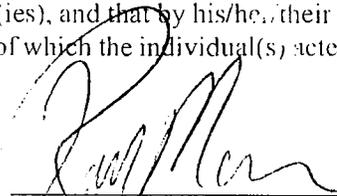
Cynthia K. Oliver
Notary Public State of New York
Qualified in Broome County
010L450872
My Commission Expires on 5/5/2010



Notary Public

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

On the 4th day of November in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew J. Sciarabba, General Manager Member of South Hill Business Campus, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

RANDALL MARCUS
Notary Public, State of New York
No. 026154957141
Qualified in Tompkins County
Commission Expires May 29, 2010