



430 East Genesee Street
Suite 401
Syracuse NY 13202

tel. (315) 422-4949
fax.(315) 422-2124
web. www.swredev.com

December 18, 2008

Yvonne M. Ward
Easement Attorney
New York State Department of Environmental Conservation
Office of General Counsel, 14th Floor
625 Broadway
Albany. NY 12233-5500

Re: Recording of Environmental Easement, Subordination Agreements and Municipal
Notification
950 Danby Road
Ithaca, New York
BCP Site No. C755012

Dear Ms. Ward:

On behalf of South Hill Business Campus, LLC (property owner) we are enclosing the following items related to the above referenced property, as requested in your December 15, 2008 letter:

- A copy of the recorded Environmental Easement marked with date and location of recording
- Copies of the recorded subordination agreements with the date and location of recording
- Copies of the municipal notifications and a Certification of Mailing
- A copy of the final Title Insurance Policy

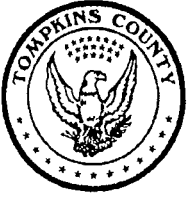
If you have any questions, please contact me. We believe that these are the final items needed in order to issue a Certificate of Completion (COC).

Very truly yours,

S&W REDEVELOPMENT OF NORTH AMERICA, LLC

A handwritten signature in blue ink, appearing to read 'R. Petrovich', with a long horizontal stroke extending to the right.

Robert M. Petrovich
Executive Vice President



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
535526-001

No. of Pages: 11

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: 02:38 PM

Document Type: **EASEMENT/LEASE**

Parties To Transaction: **SOUTH HILL BUSINESS CAMPUS**

Deed Information

Consideration: \$0.00

Transfer Tax: \$0.00

RETT No: 00884

County Transfer Tax: \$0.00

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



**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").

1. 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
Andrew J. Sciarabba- General Manager Member

Title: Managing Member Date: 11/26/08

By: Robert M. Petrovich
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
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.

Debbie S. Crandall
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. Pettrovich, 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

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;

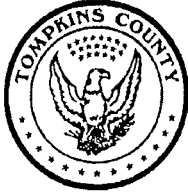
THENCE running south 83°03'41" east a distance of 414.30 feet to the point of beginning; and containing 42.532± acres of land more or less

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.



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
535526-005

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: 02:41 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

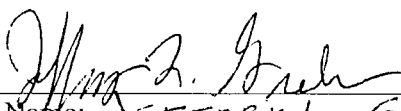
KNOW ALL MEN BY THESE PRESENTS:

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, 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.

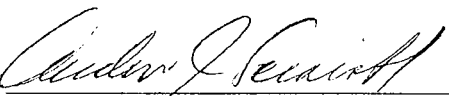
The above-described Environmental Easement shall be a superior interest upon said property to the lien of (a) that certain unrecorded Mortgage from Mortgagor to Mortgagee, in the amount of \$4,000,000.00 dated the 30th day of September, 2005; (b) that certain Assignment of Leases and Rents from Mortgagor 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

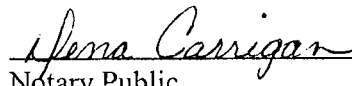
South Hill Business Campus, LLC

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.

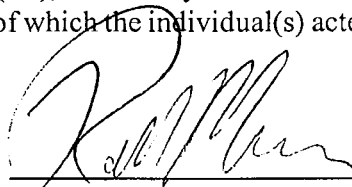
Dena M. Carrigan
Notary Public, State of New York
No. 4997615
Qualified in Schuyler County;
Commission Expires 6.8.10



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



Aurora R. Valenti
TOMPKINS COUNTY CLERK

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

Instrument Number
535526-003

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

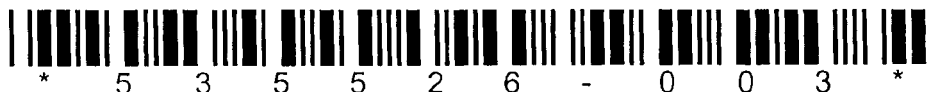
Mortgage Information

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

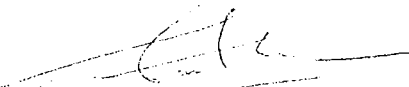
KNOW ALL MEN BY THESE PRESENTS:

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, 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 14th day of December, 2008 recorded at Instrument Number 535526-01 in the Tompkins County Clerk's Office.

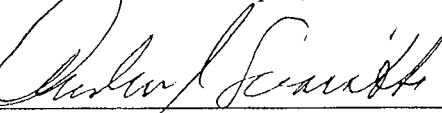
The above-described Environmental Easement shall be a superior interest upon said property to any and all interests in said property held by ICS in accordance with (a) the Easement Agreement between Old River Software, Inc. and Overview of Ithaca, Inc. dated July 31, 1992, and recorded August 10, 1992 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.

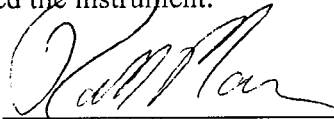
By: 
Print Name: AMIT P. GUPTA
Title: PRESIDENT

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 gator, 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.

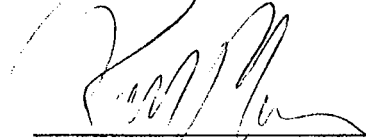


Notary Public

RANDALL MARCUS
Notary Public, State of New York
No. 02714567141
Qualified in Tompkins County 10
Commission Expires May 29, 2010

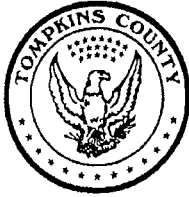
STATE OF NEW YORK)
COUNTY OF TOMPKINS)^{ss.:}

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. 02714567141
Qualified in Tompkins County 10
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: 

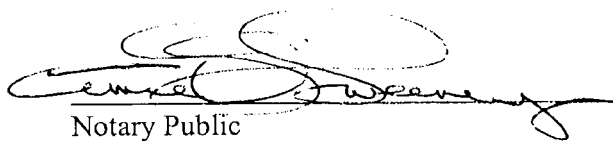
Andrew J. Sciarabba

General Manager Member

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

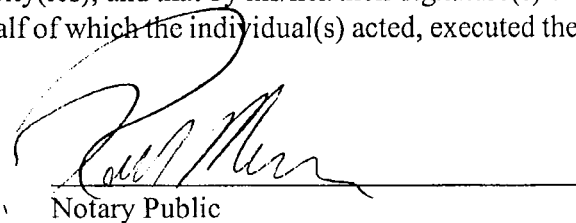
On the 3 day of October in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Stamm, ~~ADMINISTRATIVE DIRECTOR~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed 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
Commission Expires May 29, 2010

SUBORDINATION AGREEMENT

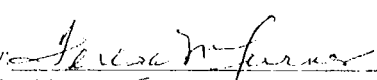
KNOW ALL MEN BY THESE PRESENTS:

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, 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.

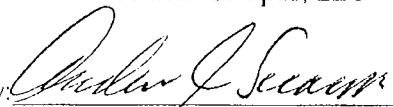
The above-described Environmental Easement shall be a superior interest upon said property to any and all interests in said property held by NYSEG in accordance with each of the four easements granted to NYSEG described as follows: (a) dated June 4, 1954 and recorded September 30, 1954 in said Clerk's 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. Turner, 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.

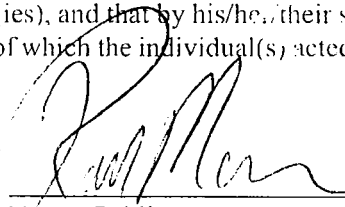
Cynthia K. Oliver
Notary Public State of New York
Qualified in Broome County
010L450872
My Commission Expires on 5/5/2010



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. 026754957141
Qualified in Tompkins County
Commission Expires May 29, 2010



430 East Genesee Street
Suite 401
Syracuse NY 13202

tel. (315) 422-4949
fax.(315) 422-2124
web. www.swredev.com

December 18, 2008

Joe Mareane
County Administrator
Tompkins County
125 East Court Street
Ithaca, NY 14850

Re: Recording of Environmental Easement
950 Danby Road
Ithaca, New York
BCP Site No. C755012

Dear Mr. Mareane:

On behalf of South Hill Business Campus, LLC (property owner) and as required under the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP), we are informing your office of the filing of an Environmental Easement for the above referenced property.

All required clean up for this property has been completed under the BCP, and NYSDEC will issue a Certificate of Completion (COC) for the property this year.

We have enclosed a copy of the Easement which was recorded at the Tompkins County Clerk's Office on December 17, 2008.

If you have any questions, Please contact me.

Very truly yours,

S&W REDEVELOPMENT OF NORTH AMERICA, LLC

A handwritten signature in black ink, appearing to read 'R. Petrovich', with a long horizontal stroke extending to the right.

Robert M. Petrovich
Executive Vice President



430 East Genesee Street
Suite 401
Syracuse NY 13202

tel. (315) 422-4949
fax.(315) 422-2124
web. www.swredev.com

December 18, 2008

Herb Engman
Town Supervisor
Town of Ithaca
215 North Tioga Street
Ithaca, NY 14850

Re: Recording of Environmental Easement
950 Danby Road
Ithaca, New York
BCP Site No. C755012

Dear Mr. Engman:

On behalf of South Hill Business Campus, LLC (property owner) and as required under the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP), we are informing your office of the filing of an Environmental Easement for the above referenced property.

All required clean up for this property has been completed under the BCP, and NYSDEC will issue a Certificate of Completion (COC) for the property this year.

We have enclosed a copy of the Easement which was recorded at the Tompkins County Clerk's Office on December 17, 2008.

If you have any questions, Please contact me.

Very truly yours,

S&W REDEVELOPMENT OF NORTH AMERICA, LLC

A handwritten signature in black ink, appearing to read 'R. Petrovich', with a long horizontal stroke extending to the right.

Robert M. Petrovich
Executive Vice President

*950 Danby Road, LLC
Site No. C755012
Ithaca, Tompkins County, NY*

CERTIFICATION OF MAILING

I certify that I mailed on December 18, 2008 a copy of the attached Letters by first class mail upon the person(s) to the address indicated in letters, by depositing a true copy thereof, securely enclosed in a postpaid wrapper, in the Post Office box at 420 East Genesee Street in the City of Syracuse, New York, which box is under the exclusive care and custody of the United States Post Office Department:

A handwritten signature in blue ink, appearing to be "R. S. T. S. L. J.", written over a horizontal line.

Signature

Date: December 18, 2008

MONROETITLE
INSURANCE CORPORATION

a stewart® company

STANDARD NEW YORK ENDORSEMENT

(LOAN POLICY)

1. Exclusion Number 7 is deleted, and the following is substituted:
 7. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

2. Exclusions From Coverage is amended by adding a new Exclusion Number 8:
 8. Any consumer protection law including, without limitation, New York Banking Law Sections 6-l ("High-Cost Home Loans") and 6-m ("Subprime Home Loans"), relating to a mortgage on Land improved or to be improved by a structure or structures intended principally for occupancy by one-to-four families.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

DATED: December 17, 2008



MONROE TITLE INSURANCE CORPORATION

By: *Thomas A. Lodi*
President

By: *Barry C. Balouch*
Secretary

STANDARD NEW YORK ENDORSEMENT (12/1/08)
FOR USE WITH ALTA LOAN POLICY (6-17-06)

MONROE TITLE
INSURANCE CORPORATION

a stewart[®] company

OWNER'S POLICY NUMBER

201- 062684

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, MONROE TITLE INSURANCE CORPORATION, a New York corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

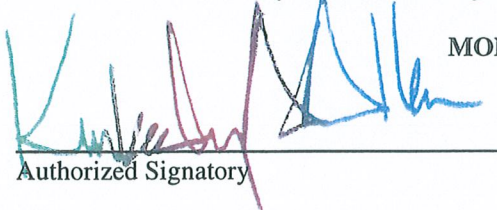
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency,

or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.



Authorized Signatory

MONROE TITLE INSURANCE CORPORATION



BY:  PRESIDENT
 BY:  SECRETARY

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

MONROE TITLE INSURANCE CORPORATION

PRIVACY POLICY NOTICE

(07/01/01)

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Monroe Title Insurance Corporation.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms and our website.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law for a variety of purposes including:

- To assist us in providing service and account maintenance.
- To help us design and improve products.
- To offer products and services that may be of interest to you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.
- To third party service providers that perform services for us in the processing or servicing of your transaction.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT THIS IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THIS NOTICE IS ADDITIONALLY PROVIDED ON BEHALF OF THE FOLLOWING COMPANIES IN WHICH MONROE TITLE INSURANCE CORPORATION HAS A CONTROLLING INTEREST: MONROE-GORMAN TITLE AGENCY, LLC; MONROE-MADISON TITLE AGENCY, LLC; MONROE-TOMPKINS-WATKINS TITLE AGENCY, LLC AND WYOMING ABSTRACT CO. (DIV. OF MONROE TITLE INSURANCE CORPORATION).

5/01/07

SCHEDULE A

Name and Address of Title Insurance Company: **Monroe Title Insurance Corporation**
47 West Main Street
Rochester, NY 14614

Policy No.: 201-062684
Address Reference: 950 Danby Road, Ithaca
Amount of Insurance: \$35,000.00
Date of Policy: December 17, 2008

1. Name of Insured:

The People of the State of New York, acting through their Commissioner of The Department of Environmental Conservation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple.

3. Title is vested in:

The People of the State of New York, acting through their Commissioner of The Department of Environmental Conservation by virtue of deed executed by South Hill Business Campus, LLC, dated the 15th day of December, 2008 and recorded in the Tompkins County Clerk's Office on the 17th day of December, 2008 as Instrument No. 535526-001.

4. The Land referred to in this policy is described as follows:

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 December 17, 2004 and filed in the Tompkins County Clerk's Office as Liber 46586 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 described 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.

SCHEDULE B

Policy No.: 201-062684

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any state of facts an inspection of the premises would show.
2. Rights of lessees or any parties in possession of the premises other than the insured or owner.
3. This policy insures against loss or damage which the insured may sustain by reason of any right or claim of title which has been or may be asserted, of record or not, by or on behalf of any Indian or Indian tribe on the basis that the prior purported transfer or termination of aboriginal or other title held by the tribe was invalid by virtue of the Act of July 22, 1790, 'An Act to regulate Trade and Intercourse with the Indian Tribes' (Indian Non-Intercourse Act of 1790), any subsequent reenactment of that Act or any similar Federal or State Law. This policy includes insurance against loss or damage by reason of unmarketability of title (as hereinafter defined) on account of said defect. With respect to said defect, the offer of any title insurance company licensed to transact business in the State of New York, including this company, to insure at its regular rates that title to the land herein described in the manner herein set forth above shall be conclusive evidence of the marketability of the title herein insured. The Company agrees, upon request of any mortgagee or vendee of the insured or the mortgagee of such vendee, to issue its policy containing the same affirmative coverage set forth above, subject to the same condition.
4. Easement granted to New York State Electric & Gas Corporation, dated June 4, 1954 and recorded September 30, 1954 in the Tompkins County Clerk's Office in Liber 371 of Deeds, Page 572.
5. Easement granted to New York State Electric & Gas Corporation, dated September 27, 1957 and recorded February 13, 1958 in the Tompkins County Clerk's Office in Liber 404 of Deeds, Page 139.
6. Easement granted to New York State Electric & Gas Corporation, dated April 8, 1966 and recorded August 4, 1966 in the Tompkins County Clerk's Office in Liber 464 of Deeds, Page 377.
7. Easement granted to New York State Electric & Gas Corporation, dated January 15, 1991 and recorded February 21, 1991 in the Tompkins County Clerk's Office in Liber 660 of Deeds, Page 254.

NOTE: Easements shown at Items 4 through 7 Inclusive were duly subordinated to insured Easement by virtue of Subordination Agreement between New York State Electric & Gas Corporation and South Hill Business Campus, LLC, recorded December 17, 2008 in the Tompkins County Clerk's Office as Instrument No. 535526-002.

8. Easement Agreement between Old River Software, Inc. and Overview of Ithaca, Inc., dated July 31, 1992 and recorded August 10, 1992 in the Tompkins County Clerk's Office in Liber 39 of Misc. Rec., Page 162.
9. Easement granted to Overview of Ithaca, Inc., dated July 31, 1992 and recorded August 10, 1992 in the Tompkins County Clerk's Office in Liber 681 of Deeds, Page 200.

NOTE: Easements shown at Items 8 and 9 above were duly subordinated to insured Easement by virtue

of Subordination Agreement between ICS Development Partners, Inc. (successor in interest to Overview of Ithaca, Inc.) and South Hill Business Campus, LLC, recorded December 17, 2008 in the Tompkins County Clerk's Office as Instrument No. 535526-003.

10. Lease between Tompkins County Industrial Development Agency and South Hill Business Campus, LLC, dated February 27, 2007; Memorandum of which was recorded February 27, 2007 in the Tompkins County Clerk's Office as Instrument No. 504698-001.

NOTE: As duly subordinated to insured Easement by virtue of Subordination Agreement between Tompkins County Industrial Development Agency and South Hill Business Campus, LLC, recorded December 17, 2008 in the Tompkins County Clerk's Office as Instrument No. 535526-004.

11. Lease between South Hill Business Campus, LLC and Tompkins County Industrial Development Agency, dated February 27, 2007; Memorandum of which was recorded February 27, 2007 in the Tompkins County Clerk's Office as Instrument No. 504698-002.

NOTE: As duly subordinated to insured Easement by virtue of Subordination Agreement between Chemung Canal Trust Company and South Hill Business Campus, LLC, recorded December 17, 2008 in the Tompkins County Clerk's Office as Instrument No. 535526-005.

12. Survey of Thomas W. Bock, dated August 7, 2008 discloses the following:

- a) NYSE&G Pole Easement (371/572) in easterly portion of subject premises;
- b) NYSE&G Gas Pipe Line Easement (404/139) through easterly portion of subject premises;
- c) NYSE&G Easement (600/254) through easterly portion of subject premises;
- d) Ingress and Egress Easement (681/200) through northeasterly corner of subject premises;
- e) Access and Maintenance Agreement (39/162).

13. This policy excepts from its coverage and the Company will not pay any loss or damage, costs, attorneys fees, or expenses which arise by reason of the premises described in Schedule 'A' herein being identified as an Inactive Hazardous Waste Disposal Site in the Inactive Hazardous Waste Disposal Site Registry Index maintained in the county within which the premises described in Schedule 'A' is located..

14. Unrecorded Mortgage from South Hill Business Campus, LLC to Chemung Canal Trust Company, in the amount of \$4,000,000.00.

15. Assignment of Leases and Rents from South Hill Business Campus, LLC to Chemung Canal Trust Company, dated September 30, 2005 and recorded September 30, 2005 in the Tompkins County Clerk's Office as Instrument No. 479862-001.

16. Building Loan Contract between South Hill Business Campus, LLC and Chemung Canal Trust Company, dated September 30, 2005 and filed September 30, 2005 in the Tompkins County Clerk's Office as Instrument No. 479862-003.

17. Notice of Lending from Chemung Canal Trust Company to South Hill Business Campus, LLC, dated September 30, 2005 and filed September 30, 2005 in the Tompkins County Clerk's Office at 10:37 AM as Instrument No. 479862-004.

NOTE: Items 14 through 17 Inclusive were duly subordinated to insured Easement by virtue of Subordination Agreement between Chemung Canal Trust Company and South Hill Business Campus, LLC, recorded December 17, 2008 in the Tompkins County Clerk's Office as Instrument No. 535526-

006.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **47 West Main Street, Rochester, New York 14614-1499**.