
CAROLINA EASTERN-VAIL, INC.

AND

AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY

LEASE AGREEMENT

CAROLINA EASTERN-VAIL, INC. PROJECT

Dated as of December 1, 2010

LEASE AGREEMENT
(Company to Authority)

THIS LEASE AGREEMENT, dated as of the 1st day of December, 2010 (the "Lease Agreement"), by and between CAROLINA EASTERN-VAIL, INC., a New York corporation with offices at 53 Columbus Street, Auburn, New York 13021 (the "Company"); and AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY, a public benefit corporation duly existing under the laws of the State of New York with offices at 24 South Street, Memorial City Hall, Auburn, New York 13021 (the "Authority").

WITNESSETH:

WHEREAS, The Company desires to demise and lease to the Authority the real property, including any buildings, structures or improvements thereon, described in Schedule A attached hereto (the "Leased Premises") pursuant to the terms contained herein (the "Lease Agreement"), during the term of the leaseback agreement between the Authority and the Company dated the date hereof (the "Leaseback Agreement"). All capitalized terms not defined herein shall have the meaning assigned to such term in the Leaseback Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to the Authority the Leased Premises, upon the terms and conditions of this Lease Agreement. It is the intention of the Authority and the Company that the Authority shall hold a leasehold interest in the entire Leased Premises. Accordingly, a leasehold interest and/or sub-leasehold interest in the Facility and any other improvement hereinafter constructed by the Authority and/or the Company on the Land shall vest in the Authority or its successors and assigns as and when the same are constructed thereon.

2. Warranty of Title. The Company warrants that it has good and marketable fee title or a leasehold interest into the Leased Premises, except for the Permitted Encumbrances and forever warrants to defend the Authority's interest in the Leased Premises, subject only to Permitted Encumbrances.

3. Use; Leaseback Agreement; Non-Merger.

(a) So long as neither the Leaseback Agreement nor the Company's right of possession as lessee thereunder have been terminated by the Authority pursuant to Article X thereof, the Authority shall (i) hold and use the Leased Premises only for lease and/or sublease to the Company under the Leaseback Agreement, and (ii) shall not sell or assign its rights hereunder nor the leasehold and or sub-leasehold estate hereby created, except as provided in the Leaseback Agreement.

(b) Contemporaneously with the execution and delivery of this Lease Agreement, the Authority is entering into the Leaseback Agreement, pursuant to which the Company agrees
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to lease the Facility from the Authority. Pursuant to the Leaseback Agreement, the Company as lessee of the Facility under the Leaseback Agreement, is required to perform all of the Authority's obligations under this Lease Agreement. Accordingly, and notwithstanding anything to the contrary contained in this Lease Agreement, the Company shall not be entitled to declare a default hereunder or exercise any rights or remedies hereunder if any asserted default by the Authority hereunder relates to a failure by the Company, as lessee of the Facility under the Leaseback Agreement, to perform its corresponding obligations under the Leaseback Agreement.

(c) Notwithstanding the lease of the Facility by the Authority to the Company pursuant to the Leaseback Agreement, during the term of this Lease Agreement, there shall be no merger of this Lease Agreement nor of the leasehold estate created by this Lease Agreement with the fee estate in the Leased Premises held by the Company or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (i) this Lease Agreement or the leasehold estate created by this Lease Agreement or any interest in this Lease Agreement or in any such leasehold estate, and (ii) the fee or leasehold estate in the Leased Premises or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee having any interest in (A) this Lease Agreement or the leasehold estate created by this Lease Agreement and (B) the fee or leasehold estate in the Leased Premises held by the Company or any part thereof or any interest in such fee or leasehold estate, shall join in a written instrument effecting such merger and shall duly record the same.

4. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").

5. Rent. The Authority agrees that it will pay to the Company, for the use of the Leased Premises, rent of Ten Dollars (\$10.00) per annum.

6. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.

7. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. The Authority shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.

8. Lease Expiration. The parties agree that at the expiration of the Lease Term the Authority will surrender the Leased Premises to the Company in the then condition of the Leased Premises.

9. Hold Harmless. The Company hereby releases the Authority from, agrees that the Authority shall not be liable for, and agrees to indemnify, defend and hold the Authority and its officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (a) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (b) liability

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arising from or expense incurred by the Authority's construction, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Authority, or any of its respective members, directors, officers, agents (other than the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party.

10. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

If to the Authority: Auburn Industrial Development Authority
24 South Street
Memorial City Hall
Auburn, New York 13021
Attn.: James Dacey, Chairman

With a Copy to: Hancock & Estabrook, LLP
1500 AXA Tower I
100 Madison Street
Syracuse, New York 13202
Attn.: Richard W. Cook, Esq.

To the Company: Carolina Eastern-Vail, Inc.
53 Columbus Street
Auburn, New York 13021
Attn.: Cliff Love

With a Copy to: Nixon Peabody, LLP
1100 Clinton Square
Rochester, New York 14604
Attn.: Jonathan S. Penna, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. Recording. The Company and the Authority agree that this Lease Agreement (or a memorandum thereof) shall be recorded by the Authority in the appropriate office of the County Clerk of Cayuga County, New York.

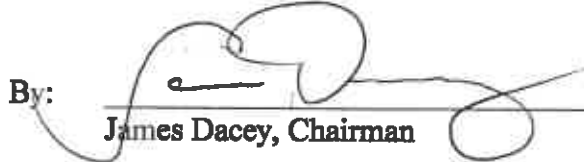
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Authority have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

CAROLINA EASTERN-VAIL, INC.

By: _____
Peter Vail, Jr., President

AUBURN INDUSTRIAL DEVELOPMENT AUTHORITY

By:  _____
James Dacey, Chairman


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

On the ____ day of December in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Vail, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 20th day of December in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared James Dacey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

MAUREEN M. PESEK
Notary Public State of New York Qualified in Cayuga Co.
No. 111964104048
My Commission Expires January 20, 2012

SCHEDULE "A"

Leased Premises

1. Legal descriptions of real property in which the Mortgagor has a fee estate:

PARCEL A:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, designated Parcel A on an Amended Map of Survey made by George L. King, Licensed Land Surveyor, New York State License No. 30980, dated December 15, 1972 and filed in Cayuga County Clerk's Office on June 7, 1973 and being designated as Map No. 73-29, and more particularly bounded and described as of follows:

(1) BEGINNING at a point in the westerly line of Columbus Street designated "a" as shown on said map, said beginning point being North 3° 25' East and distant 350.39 feet from the point of intersection of the northerly line of Wright Avenue with said westerly line of Columbus Street; (2) running thence North 86° 48' 26" West, and along the northerly line of premises conveyed by George Rao and wife to Auburn Cooperative G.L.F. Service, Inc., by deed recorded in the Cayuga County Clerk's Office December 19, 1945 in Book 82 of City Deeds at Page 377, 827.65 feet to a point "b"; (3) thence North 3° 00' East, 117.90 feet to a point "L", said point being located South 2° 24' West, 10 feet from the center line of the Proposed Team Track shown on said map; (4) thence South 87° 36' East, on a line parallel with said Team Track and distant 10 feet measured at right angles from the center line of said Team Track, 447.94 feet to a point; thence continuing on the same course and bearing 380.69 feet to a point in the said westerly line of Columbus Street "p"; (5) thence South 3° 25' West, and along said westerly line of Columbus Street, 129.37 feet to the place of beginning.

SUBJECT to a driveway easement to be used by Auburn Agway Cooperative Inc. in common with Lehigh Valley Railroad Company and the owner of Parcel B shown on said map, their respective successors and assigns, bounded and described as follows:

(1) BEGINNING at a point in the westerly line of Columbus Street designated "q" on said map, said point being North 3° 25' East and distant 459.76 feet from the point of intersection of the northerly line of Wright Avenue and said westerly line of said Columbus Street; (2) running thence North 87° 36' West, 828.49 feet to a point in the westerly line of said Parcel A above described; (3) thence North 3° 00' East, 20 feet to a point "L" located South 2° 24' West, 10 feet from the center line of said Proposed Team Track; (4) thence South 87° 36' East, and on a line parallel with said Team Track and distant 10 feet measured at right angles from the center line thereof, 447.94 feet to a point; thence continuing on the same course and bearing 380.69 feet to a point in said westerly line of Columbus Street "p"; (5) thence South 3° 25' West, and along said westerly line of Columbus Street 20 feet to the place of beginning.

SAID driveway easement is to be used in common with Auburn Agway Cooperative, Inc. and Lehigh Valley Railroad Company and the owner of Parcel B shown on said map, their respective

successors and assigns, business invitees and designated parties for the purpose of obtaining ingress to and egress from the Proposed Team Tract shown on said map and located immediately north of said driveway easement and the adjacent property of the Lehigh Valley Railroad Company and Auburn Agway Cooperative, Inc. and owner of Parcel B, respectively, for so long as the Lehigh Valley Railroad Company, its successors and assigns, business invitees and designated parties shall require the use thereof. In the event that the requirements of said Lehigh Valley Railroad Co., its successors, assigns, business invitees and designated parties for the use of said driveway easement for said ingress and egress purposes to the Proposed Team Tract shall cease, said reserved driveway easement for the benefit of the Lehigh Valley Railroad Co., its successors, assigns, business invitees and designated parties shall forthwith cease, desist and terminate, without any further act by either Lehigh Valley Railroad Co., Auburn Agway Cooperative, Inc. or the owner of Parcel B being necessary therefor.

TOGETHER with the right for the owner of Parcel A to use in common with the Lehigh Valley Railroad Co. and the owner of said Parcel B the driveway apron easement located on Parcel B as shown on said map and as described in the deed from the Lehigh Valley Railroad Co. to Agway, Inc. to be recorded in the Cayuga County Clerk's Office.

PARCEL B:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, designated Parcel B on an Amended Map of Survey made by George L. King, Licensed Land Surveyor, New York State License No. 30980, dated December 15, 1972 and filed in Cayuga County Clerk's Office on June 7, 1973 and being designated as Map No. 73-29, and more particularly bounded and described as follows:

(1) BEGINNING at a point designated "b" on said map in the northerly line of premises conveyed by George Rao and wife to Auburn Cooperative G.L.F. Service, Inc. by deed recorded in said Clerk's Office December 19, 1945 in Book 82 of City Deeds at Page 377, said beginning point being North 86° 48' 26" West and distant 827.65 feet from a point in the westerly line of Columbus Street (designated "a" on said map) distant 350.39 feet northerly measured along said westerly line of Columbus Street (and at a bearing of North 3° 25' East) from its intersection with the northerly line of Wright Avenue; (2) running thence North 86° 48' 26" West, and along said northerly line of premises conveyed to Auburn Cooperative G.L.F. Service, Inc. and continuing along the northerly line of a triangular parcel conveyed to Ernest A. Smith by Central New York Southern Railroad Corp. by deed recorded in Cayuga County Clerk's Office June 2, 1924 in Book 225 of Deeds at Page 429 (which parcel was formerly conveyed by James Hennessey to New York, Auburn and Lansing Railroad Co. by deed recorded in said Clerk's Office May 23, 1907 in Book 38 of City Deeds at Page 414), 427 feet to a point "c"; (3) thence North 87° 00' West, and along a northerly line of lands of New York State Electric and Gas Corporation conveyed to Empire Gas and Electric Company (predecessor of said Corporation) by Ara M. Morgan, et al by deed recorded in said Clerk's Office July 3, 1930, in Book 66 of City Deeds at Page 491, and passing through a concrete abutment, 198 feet to a point "d"; (4) thence North 3° 00' East, and along an easterly line of lands conveyed by H. C. Hemingway Company to New York State Electric and Gas Corporation by deed recorded in said Clerk's Office

December 31, 1958 in Book 101 of City Deeds at Page 648, 100.93 feet to a point "e" said point being located South 3° 00' West, 12.04 feet from the center line of the Main Track shown on said map; (5) thence through lands of the Lehigh Valley Railroad Company the following 8 courses and corresponding distances: (6) North 88° 19' East, 100.35 feet to a point "f", said point being located South 3° 00' West, 12.04 feet from the center line of Main Track; (7) North 87° 49' East, 98.38 feet to a point "g", said point being located South 3° 00' West, 12.05 feet from the center line of said Main Track; (8) North 86° 26' East, 81.98 feet to a point "h" said point being located South 1° 50' West, 10 feet from the center line of said Main Track; (9) South 88° 10' East, 90.42 feet to a point "i", said point being located South 1° 50' West, 10 feet from the center line of said Main Track; (10) South 87° 45' East, 127.89 feet to point "j", said point being located South 3° 00' West, 10.08 feet from the center line of said Main Track; (11) South 3° 00' West, 12.92 feet to a point "k", said point being located South 3° 00' West, 10 feet from the center line of Proposed Team Track; (12) South 87° 36' East, parallel with and distant South 2° 24' West, 10 feet from the center line of the Proposed Team Track, as shown on said map 127.01 feet to a point "L"; (13) and thence South 3° 00' West, 117.90 feet to the place of beginning.

SUBJECT to a driveway apron easement to be used in common with Lehigh Valley Railroad Company, Agway, Inc., and the owner of Parcel A, shown on said map, their respective successors and assigns, bounded and described as follows:

(1) **BEGINNING** at the northeast corner of the above described Parcel B, point "L", as shown on said map, which point is distant North 87° 36' West, 828.63 feet from a point "p" on the westerly line of Columbus Street, which point "p" is distant North 3° 25' East, 479.76 feet from the intersection of said westerly line of Columbus Street with the northerly line of Wright Avenue; (2) thence South 3° 00' West, and along the easterly line of Parcel B, 20 feet to a point; (3) thence North 87° 36' West, 2.01 feet to a point "n"; (4) thence South 3° 00' West, and along a line parallel with and 2.01 feet westerly from the easterly line of said Parcel B, 52 feet to a point "m"; (5) thence North 87° 36' West, 125 feet to a point "o"; (6) thence North 3° 00' East, 72 feet to a point "k", said point "k" being distant South 3° 00' West, 10 feet from the center line of said Proposed Team Track shown on said map; (7) thence South 87° 36' East, along a northerly line of Parcel B, and on a line parallel with and distant 10 feet from the center line of said Proposed Team Track, 127.01 feet to the place of beginning.

SAID driveway apron easement is to be used in common with Lehigh Valley Railroad Co., Agway, Inc. and the owner of Parcel A shown on said map their respective successors and assigns, business invitees and designated parties for the purpose of obtaining ingress to and egress from the Proposed Team Track shown on said map and located immediately north of said driveway apron easement and the adjacent property of Lehigh Valley Railroad Co., Agway, Inc. and the owner of Parcel A, respectively, for so long as the Lehigh Valley Railroad Co., its successors and assigns, business invitees and designated parties shall require the use thereof. In the event that the requirements of said Lehigh Valley Railroad Co., its successors, assigns, business invitees and designated parties for the use of said driveway apron easement for said ingress and egress purposes to the Proposed Team Track shall cease, said reserved driveway apron easement for the benefit of the Lehigh Valley Railroad, Co., its successors, assigns, business invitees and designated parties shall forthwith cease, desist and terminate without any

further act by either Lehigh Valley Railroad Co., Agway Inc. or the owner of Parcel A being necessary therefor.

TOGETHER with the right for the owner of Parcel B to use in common with the Lehigh Valley Railroad Co. and the owner of said Parcel A the driveway easement located on Parcel A as shown on said map and as described in the deed from the Lehigh Valley Railroad Co. to Auburn Agway Cooperative, Inc. to be recorded in the Cayuga County Clerk's Office.

PARCEL C:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga, State of New York:

BEGINNING at a point in the west line of Columbus (formerly South Division) Street at a point 40 feet north of the north line of premises formerly of David Wright, said point being the northeast corner of premises now or formerly of Giovanni Bissi and Rosinia Bissi, and being also about 272.25 feet northerly from the intersection of the north line of Wright Avenue with the west line of Columbus Street; thence (1) northerly along the west line of Columbus Street 78.14 feet to premises of The Lehigh Valley Railway Company (formerly of Robert Graham); thence (2) westerly at an interior angle of 89 42' with the west line of Columbus Street and along the south line of lands of said Railway Company (formerly of Robert Graham) 1064.3 feet to the northeast corner of premises conveyed by James Hennessey to The New York, Auburn & Lansing Railroad Company by deed dated April 12, 1907 recorded in the Cayuga County Clerk's Office in Book 38 of City Deeds at page 414; thence (3) southwesterly along the southeasterly line of said premises so conveyed to said Railroad Company 40.4 feet to the east line of premises conveyed by James Hennessey to Bowers H. Leonard by deed dated June 20, 1905 recorded in the Cayuga County Clerk's Office in Book 36 of City Deeds, at page 59; thence (4) southerly along the east line of said premises so conveyed to said Leonard 85.64 feet to the north line of said premises formerly of David Wright; thence (5) easterly at an interior angle of 89 42' with the last mentioned course and along the north line of said premises formerly of said Wright, 1073.3 feet to the southwest corner of said premises conveyed as aforesaid to said Bissi; thence (6) northerly at an interior angle of 90 18' with the last mentioned course along the west line of premises of said Bissi and parallel with the west line of Columbus Street 40 feet to the northwest corner of said lands of said Bissi; thence (7) easterly along the north line of said premises of said Bissi and parallel with the north line of said premises formerly of David Wright 180 feet to the west line of Columbus Street and place of beginning; said last described line making an interior angle of 90 18' with the west line of Columbus Street.

PARCEL D:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, as shown on a Map of Survey (prepared by George L. King, Licensed Land Surveyor, N.Y.S. #30980, December 21, 1971), filed in Cayuga County Clerk's Office and designated as Map No. 72-11, and bounded and described as follows:

BEGINNING at an iron pipe in the westerly line of Columbus Street, which iron pipe and beginning point being 232.25 feet northerly from the point of intersection of the northerly line of Wright Avenue and the said westerly line of Columbus Street; thence northerly along the westerly line of Columbus Street, 40 feet to an iron pipe and a southeast corner of lands conveyed to Auburn Cooperative G.L.F. Service, Inc. by deed dated November 27, 1945, and recorded in said Clerk's Office in Book 82 of City Deeds at page 377; thence westerly at an interior angle of 89 42' with the last described line and along a south line of said lands conveyed to Auburn Cooperative G.L.F. Service, Inc., 180 feet to a point of intersection of a north-south fenceline; thence southerly at an interior angle of 90 18' with the last described line, and along said fenceline and an east line of said lands conveyed to Auburn Cooperative G.L.F. Service, Inc., 40 feet to a point of intersection of an east-west fenceline; thence easterly at an interior angle of 89 42' with the last described line and along a line which is the easterly projection of a southerly line of said lands conveyed to Auburn Cooperative G.L.F. Service, Inc., 180 feet to the point and place of beginning.

PARCEL B:

ALL THAT TRACT OR PARCEL, situate in the City of Auburn, County of Cayuga and State of New York, and more particularly described as follows:

BEGINNING in the west line of Columbus Street (formerly Division Street) as the same is now (1890) located in the north line of lands conveyed by Samuel Dale and Sarah Dale, his wife, to David Wright, by deed dated August 15, 1851 and recorded in the Cayuga County Clerk's Office on September 29, 1851 in Book 82 of Deeds at page 307; running thence south along the west line of said street 3 1/2 rods; thence west at right angles to said first line 10 rods; thence north and parallel with said first line 3 1/2 rods; and thence east 10 rods to the place of beginning, containing 35 rods of land, being the same more or less.

The above described Parcels A-B are more particularly described by the following perimeter description:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga, State of New York, known and distinguished as part of Lot 45 and being more particularly bounded and described as follows:

BEGINNING at a point in the west line of Columbus Street, said point being on the division line between the lands now or formerly of Auburn Agway Cooperative, Inc. as described in Liber 815 of Deeds at page 226 on the north and the lands now or formerly of Annette Botindari as described in Liber 976 of Deeds at page 317 on the South, said point also being North 03 25' 00" East a distance of 173.25 feet along said Columbus Street from its intersection with the north line of Wright Avenue; thence North 86 46' 01" West along said division line, a distance of 165.68 feet to a point on the division line between the said lands of Auburn Agway Cooperative, Inc. on the East and the lands now or formerly of Mark W. Finizio and Kathi S. Finizio on the West; thence North 03 13' 59" East along said division line, a distance of 57.75 feet to a point on the division line between the lands now or formerly of Agway Cooperative G.L.F. Service, Inc. on the North and the said lands of Finizio and the lands now or formerly of Smith (1037/335),

Checkini (1078/203), Ferrau (1056/197), Hawryshkiw (w 98/2), Calimeri (858/1 74), Judson, Jr. (979/206), Sweesting (1091/72), Walters (849/114), Loperfido et al (678/205), Vitale (650/85), Spin (493/52), Colcagno (321/426), Keogan (394/203), Jacoby & Cecchini (885/288), Jacoby & Cecchini (885/290) and Oliveras (671/244), in part by each, on the South; thence North 86 46' 01" West along said division line a distance of 1087.91 feet to a point on the division line between the said lands of Agway Cooperative G.L.F. Service, Inc. on the East and the lands now or formerly of New York State Electric and Gas, Inc. as described in Liber 66 of Deeds at page 491 on the West; thence North 03 00' 00" East along said division line, a distance of 87.30 feet to a point on the division line between the said lands of Agway Cooperative G.L.F. Service, Inc. on the East and the lands now or formerly of Ernest A. Smith as described in Liber 225 of Deeds at page 429 on the West; thence North 39 38' 08" East along said division line, a distance of 40.40 feet to a point on the division line between the lands now or formerly of Agway, Inc. on the North and the said lands of Ernest A. Smith on the South; thence North 86 48' 26" West along said division line, a distance of 24.11 feet to a point on the division line between the said lands of Agway, Inc. on the North and the said lands of New York State Electric and Gas, Inc. on the South; thence North 87 00' 00" West along said division line, a distance of 198.00 feet to a point on the division line between the said lands of Agway, Jun. on the East and the lands now or formerly of New York State Electric and Gas Inc. as described in Liber 100 of Deeds at page 648 on the West; thence North 03 00' 00" West along said division line, a distance of 100.93 feet to a point on the division line between the said lands of Agway, Inc. on the South and the lands now or formerly of Cayuga County Industrial Development Agency as described in Liber 918 of Deeds at page 1 on the North; thence along said division line the following 6 courses and distances: (1) North 88 19' 00" East a distance of 100.35 feet to a point; thence (2) North 87 49' 00" East a distance of 98.38 feet to a point; thence (3) North 88 26' 00" East a distance of 81.98 feet to a point; thence (4) South 88 10' 00" East a distance of 90.42 feet to a point; thence (5) South 87 45' 00" East a distance of 127.89 feet to a point; and (6) South 03 00' 00" West a distance of 12.92 feet to a point; thence South 87 36' 00" East along the division line between the said lands of Agway, Inc. and the lands now or formerly of Auburn Agway Cooperative, Inc. as described in Liber 427 of Deeds at page 50, in part by each, on the South and the said lands of Cayuga County Industrial Development Agency on the North, a distance of 955.64 feet to a point on the said line of Columbus Street; thence South 03 25' 00" West along said line of Columbus Street, a distance of 307.80 feet to the point of beginning.

TOGETHER WITH a 20 foot driveway easement to use in common with others for purposes of ingress and egress over the same:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, being part of Lot 45 and being more particularly bounded and described as follows:

BEGINNING at a point in the west line of Columbus Street, said point being on the division line between the lands now or formerly of Auburn Agway Cooperative, Inc. as described in Liber 427 of Deeds at page 50 on the south and the lands now or formerly of Cayuga County Industrial Development Agency as described in Liber 918 of Deeds at page 1 on the North, said point also being North 03 25' 00" East a distance of 481.05 feet along said Columbus Street from its

intersection with the north line of Wright Avenue; thence North 87 36' 00" West along said division line, a distance of 828.49 feet to a point; thence through the said lands of Cayuga County Industrial Development Agency the following 2 courses and distances: (1) North 03 00' 00" East a distance of 20.00 feet to a point; and (2) South 87 36' 00" East a distance of 828.63 feet to a point on the said line of Columbus Street; thence South 03 25' 00" West a distance of 20.00 feet to the point of beginning.

SUBJECT TO a driveway apron easement to use in common with others for purposes of ingress and egress over the same:

ALL THAT TRACT OR. PARCEL OF LAND, situate in the City of Auburn, County of Cayuga and State of New York, being part of Lot 45 and being more particularly bounded and described as follows:

COMMENCING at a point on the west line of Columbus Street, said point being on the division line between the lands now or formerly of Auburn Agway Cooperative, Inc. as described in Liber 427 of Deeds at page 50 on the south and the lands now or formerly of Cayuga County Industrial Development Agency as described in Liber 918 of Deeds at page 1 on the North, said point also being North 03 25' 00" East a distance of 481.05 feet along said Columbus Street from its intersection with the north line of Wright Avenue; thence North 87 36' 00" West along said division line, a distance of 828.63 feet to the point of beginning; thence South 03 00' 00" West along the division line between the said lands of Auburn Agway Cooperative, Inc. on the east and the lands now or formerly of Agway, Inc. as described in Liber 427 of Deeds at page 56 on the West, a distance of 20.00 feet to a point; thence through the said lands of Agway, Inc. the following 4 courses and distances: (1) North 87 36' 00" West a distance of 2.01 feet to a point; thence (2) South 03 00' 00" West a distance of 52.00 feet to a point; thence (3) North 87 36' 00" West a distance of 125.00 feet to a point; and (4) North 03 00' 00" East a distance of 72.00 feet to a point on the said division line between the said lands Agway, Inc. on the south and the said lands of Cayuga County Industrial Development Agency on the North; thence South 87 36' 00" East along said division line, a distance of 127.01 feet to the point of beginning.