

Lisa Dell, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
SIMPLIFILE

Return To :
SIMPLIFILE

Method Returned : ERECORDING

First PARTY 1

TC SYRACUSE DEVELOPMENT ASSOCIATES LLC

First PARTY 2

CF ANACONDA SYR LLC

Index Type : Land Records

Instr Number : 2020-00044731

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed Misc

Recording Fee: \$130.50

Recording Pages : 17

The Property affected by this instrument is situated in Salina, in the County of Onondaga, New York

Real Estate Transfer Tax

RETT # : 4491

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$130.50

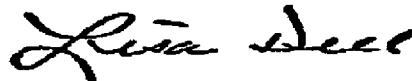
State of New York

County of Onondaga

I hereby certify that the within and foregoing was recorded in the Clerk's office for Onondaga County, New York

On (Recorded Date) : 11/23/2020

At (Recorded Time) : 12:04:21 PM



Lisa Dell, County Clerk



**First American Title
Insurance Company**
606 Third Avenue 3th fl
New York, N.Y. 10017
Phone: (212) 922-9700
Fax: (212) 922-0881

3000-
968130

When recorded, return to:

Barclay Damon LLP
80 State Street
Albany, New York 13202
Attention: M. Cornelia Cahill, Esq.

County: Onondaga
Section: 114.00
Block: 01
Lot: 2.3
Address: 7211 and 7219 Morgan Road
Town of Clay, New York

OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), is made as of October 1, 2020 (the "Effective Date") by and between **TC SYRACUSE DEVELOPMENT ASSOCIATES, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, having an office for the transaction of business located at 300 Conshohocken State Road, Suite 250, West Conshohocken, Pennsylvania 19428 ("Assignor"), **CF ANACONDA SYR LLC**, a limited liability corporation organized under the laws of the State of Delaware, having an office for the transaction of business located at 11611 San Vicente, 10th Floor, Los Angeles, California 90049 ("Assignee"), and **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing under the laws of the State of New York, having an office for the transaction of business located at 333 West Washington Street, Suite 130, Syracuse, New York 13202 ("Agency").

WITNESSETH:

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

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

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

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

WHEREAS, the Agency has undertaken a project (the "Project") on behalf of the Assignor consisting of the following: (A)(1) the acquisition of a leasehold interest in an approximately 110 acre parcel of land located at 7211 and 7219 Morgan Road (tax map no. 114.-01-02.3) in the Town of Clay, Onondaga County, New York (the "Land"); (2) the construction of an approximately 3.7 million square foot, approximately five-story building for use as a warehouse and distribution facility (the "Facility"); and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Equipment") (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (subject to certain statutory limitations) (the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Assignor or such other person as may be designated by the Assignor and agreed upon by the Agency; and

WHEREAS, in connection with the Project, (A) the Agency acquired a controlling interest in the Project pursuant to a certain underlying lease agreement (the "Underlying Lease") by and between the Assignor and the Agency dated as of July 1, 2020 pursuant to which the Assignor leased to the Agency the Land and all improvements then or thereafter located on the Land and a memorandum of which was recorded in the Onondaga County Clerk's office (the "Clerk's Office") on August 5, 2020 as instrument number 2020-00026026; (B) the Assignor executed a bill of sale dated as of July 1, 2020 (the "Bill of Sale"), which conveyed to the Agency all right, title and interest of the Assignor in the Equipment; (C) the Agency and the Assignor entered into a certain lease agreement (the "Lease Agreement") dated as of July 1,

2020, pursuant to which the Assignor agreed to undertake the Project as agent of the Agency and the Assignor further agreed to lease the Project Facility from the Agency and, as rental thereunder, to pay the Agency's administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project, a memorandum of which was recorded in the Clerk's Office on August 5, 2020 as instrument number 2020-00026027; (D) the Agency and the Assignor entered into a certain payment in lieu of tax agreement (the "PILOT Agreement") dated as of July 1, 2020; (E) the Agency and the Assignor entered into a project agreement (the "Project Agreement") dated as of July 1, 2020 that complies with the requirements of Section 859-a(6) of the Act; (F) the Assignor entered into numerous sub-agent agreements in the form of Exhibit B to the Project Agreement each between the Assignor and one of the numerous sub-agents appointing same as sub-agent to the Agency for the purpose of sales and use taxes (collectively, the "Sub-Agent Agreements"); and (G) the Assignor executed various certificates relating to the Project (collectively, with the Underlying Lease, the Bill of Sale, the Lease Agreement, the PILOT Agreement, the Project Agreement and the Sub-Agent Agreements, the "Company Documents"); and

WHEREAS, the Assignor has entered into a certain Purchase and Sale Agreement dated October 1, 2020 pursuant to which it will sell the Project Facility to the Assignee (the "Sale Transaction") which sale includes the assignment to the Assignee of the Closing Documents and the assumption by the Assignee of the Company Documents and all rights granted to, and covenants, obligations and liabilities agreed to by, the Assignor therein (the "Assignment Transaction"); and

WHEREAS, pursuant to a resolution duly adopted by the Agency on September 15, 2020, the Agency consented to the Sale Transaction and the Assignment Transaction; and

WHEREAS, the parties hereto have agreed that the Assignor will assign to the Assignee and the Assignee will assume from the Assignor all of the Assignor's rights, covenants and obligations under the Company Documents;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. ASSIGNMENT.

(A) Assignor hereby assigns to the Assignee, its successors and assigns, all of its rights, title and interest, and delegates to the Assignee all of its covenants, obligations and liabilities, under the Company Documents.

(B) Notwithstanding any provisions of this Assignment to the contrary, the Assignee hereby agrees that, so long as it has any interest in the Project Facility, the Assignee will perform all of the covenants and obligations of Assignor to the Agency under the Company Documents arising on or after the date hereof, including but not limited to all past, present and future rights to defend and indemnity owed to the Agency under the Lease Agreement, as well as expenses and other amounts owed to the Agency under the Company Documents. The obligations of the Assignee under this subsection extend to the Company Documents as each of said documents exists today, as well as any future amendments thereto consented to in writing by the Assignee.

(C) The Assignee does hereby agree to defend, indemnify and hold harmless Assignor from any liability, damages, causes of action, expenses, losses, claims, obligation, debt, and in addition, any suspension, discontinuation, recapture, and/or termination of Financial Assistance as described within that certain Project Agreement, as well as reasonable attorneys' fees incurred by the Assignor, by reason of, or resulting from the foregoing, related to any claims by the Agency under the Company Documents based on the failure of the Assignee and/or the Assignor to have fulfilled, performed and discharged all of the various commitments, obligations and liabilities of the Assignee and/or the Assignor under and by virtue of the Company Documents arising or accruing both prior to and on and after the date of this Assignment.

SECTION 2. ASSUMPTION.

(A) The Assignee hereby assumes and will pay, or cause to be paid, all payments or sums now or hereafter owing by Assignor to the Agency under the Company Documents.

(B) The Assignee hereby assumes and will perform and observe all covenants, agreements and other obligations to be performed or observed by the Assignor under the Company Documents.

SECTION 3. ASSIGNEE REPRESENTATIONS.

(A) The Assignee is qualified to transact business in the State and has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Sale Transaction and the Assignment Transaction.

(B) The Assignee shall take no action that would cause the Project Facility to fail to continue to constitute a "project" under the Act.

(C) The execution and delivery by the Assignee of this Assignment, the compliance with the provisions of this Assignment and the consummation of the transactions contemplated herein do not and will not conflict with or constitute on the part of the Assignee a breach of or default under the Assignee's certificate of formation or limited liability company agreement or any indenture, mortgage, deed of trust, bank loan or other credit agreement or other agreement or instrument to which the Assignee is a party or by which it or any of its property may be bound or affected for which a valid consent has not been secured; nor is any approval or any action by any governmental authority or agency required in connection with the execution, delivery or performance hereof by the Assignee other than such approvals or actions by any governmental authority or agency already received or taken as of the date hereof.

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

SECTION 4. NO DEFAULTS.

(A) Assignor hereby represents and warrants to the Agency and the Assignee that as of the date of this Assignment there exists no event of default under the Company Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Company Documents.

(B) The Assignee hereby represents and warrants to the Agency that, immediately after giving effect to this Assignment, there exists no event of default under any of the Company Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Company Documents.

(C) Based on representations made to it by Assignor and to the best of its knowledge, the Agency hereby represents and warrants to the Assignee that:

(i) As of the date of this Assignment there exists no event of default under any of the Company Documents and no event exists which, with the giving of notice or passage of time or both, would become an event of default under any of the Company Documents.

(ii) Other than the Company Documents, no other agreements concerning the Project Facility, whether oral or written, exist between the Agency and Assignor.

(iii) The Agency has not received written notice that the Agency or Assignor is in violation of any governmental law or regulations applicable to their respective interests in the Project Facility or the operation thereof, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claims of any such violation.

(iv) No voluntary actions or, to the best of the Agency's knowledge, involuntary actions are pending against the Agency under the bankruptcy laws of the United States or any state thereof.

SECTION 5. MISCELLANEOUS.

(A) This Assignment shall be binding upon and inure to the benefit of the Agency, Assignor and the Assignee and their respective successors and assigns.

(B) This Assignment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(C) This Assignment shall be governed by, and construed in accordance with, the law of the State.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

TC SYRACUSE DEVELOPMENT ASSOCIATES

a Delaware limited liability company

BY: TC NE METRO DEVELOPMENT, INC., its Sole Member

By: [Signature]
Name: [Signature]
Title: VICE PRESIDENT

New Jersey
STATE OF ~~NEW YORK~~)
COUNTY OF Burlington) SS.:

On the 28 day of September in the year 2020 before me, the undersigned, a notary public in and for the State of ~~New York~~, personally appeared G. Laigric, 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.

[Signature]
Notary Public

MICHELE OKEEFE
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 3-4-2021

ASSIGNEE:

CF ANACONDA SYR LLC,
a Delaware limited liability company

By: *William Turner*
Name: William Turner
Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Los Angeles)

On September 25, 2020, before me, JUSTINE HARRIS, notary public, personally appeared William Turner, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Justine Harris* (Seal)

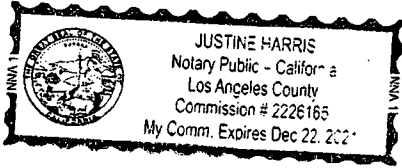


EXHIBIT A

Legal Description

PARCEL A - SECTION 24 BLOCK 1 LOT 3.2

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SALINA, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF LOT 81 OF THE TOWN OF SALINA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS (COUNTY ROUTE 88), SAID POINT BEING THE WESTERN CORNER OF LAND NOW OR FORMERLY OF RONALD H & RICHARD M AJEMIAN AND THE SOUTHERN CORNER OF HEREIN DESCRIBED PARCEL;

THENCE N 63° 06' 16" W ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS A DISTANCE OF 285.00' TO A POINT;

THENCE N 72° 57' 20" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC A DISTANCE OF 305.51' TO A POINT ON THE CLAY-SALINA TOWN LINE;

THENCE S 46° 46' 57" E ALONG THE SALINA-CLAY TOWN LINE, BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 227.77' TO A POINT;

THENCE S 72° 57' 20" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF RONALD H & RICHARD M AJEMIAN A DISTANCE OF 213.27' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 51,297 SQUARE FEET (1.17762 ACRES).

PARCEL B - SECTION 24 BLOCK 1 LOT 4.2

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SALINA, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF LOTS 81 & 82 OF THE TOWN OF SALINA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS (COUNTY ROUTE 88), SAID POINT BEING THE SOUTHERN CORNER OF LAND NOW OR FORMERLY OF RONALD H & RICHARD M AJEMIAN AND THE WESTERN CORNER OF HEREIN DESCRIBED PARCEL;

THENCE N 72° 57' 20" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF RONALD H & RICHARD M AJEMIAN A DISTANCE OF 213.27' TO A POINT ON THE CLAY-SALINA TOWN LINE;

THENCE S 46° 46' 57" E ALONG THE SALINA-CLAY TOWN LINE, BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 526.58' TO A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS;

THENCE N 63° 06' 16" W ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS A DISTANCE OF 658.92' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 48,756 SQUARE FEET (1.11928 ACRES).

PARCEL C - SECTION 24 BLOCK 1 LOT 37.1

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SALINA, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF LOTS 80 & 81 OF THE TOWN OF SALINA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDE OF OSWEGO ROAD (COUNTY ROUTE 91), SAID POINT BEING THE SOUTHWESTERN CORNER OF LAND NOW OR FORMERLY OF NICHOLS LD LLC THE NORTHWESTERN CORNER OF HEREIN DESCRIBED PARCEL;

THENCE N 72° 16' 21" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF NICHOLS LD LLC A DISTANCE OF 539.00' TO A POINT ON THE CLAY-SALINA TOWN LINE;

THENCE S 46° 46' 57" E ALONG THE SALINA-CLAY TOWN LINE, BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RH & RM AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 611.29' TO A POINT;

THENCE S 27° 14' 15" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC A DISTANCE OF 298.41' TO A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS (COUNTY ROUTE 88);

THENCE N 62° 45' 45" W ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS A DISTANCE OF 480.00' TO A POINT;

THENCE S 42° 55' 57" W ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS A DISTANCE OF 140.31' TO A POINT;

THENCE ALONG A CURVE, ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS, CURVING TO THE LEFT, WITH AN ARC LENGTH OF 114.79', A RADIUS OF 1225.92', AN INCLUDED ANGLE OF 5° 21' 54", AND A CHORD LENGTH 114.75' BEARING S 89° 43' 27" W, TO A POINT IN THE EASTERLY SIDE OF OSWEGO ROAD;

THENCE N 34° 45' 52" W ALONG THE EASTERLY SIDE OF OSWEGO ROAD A DISTANCE OF 63.55' TO A POINT;

THENCE S 73° 42' 04" W ALONG THE EASTERLY SIDE OF OSWEGO ROAD A DISTANCE OF 35.39' TO A POINT;

THENCE N 17° 40' 00" W ALONG THE EASTERLY SIDE OF OSWEGO ROAD A DISTANCE OF 113.99' TO A POINT;

THENCE N 72° 16' 21" W BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF GP PORTFOLIO LANDLORD #1 LLC A DISTANCE OF 217.05' TO A POINT;

THENCE N 17° 40' 00" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF GP PORTFOLIO LANDLORD #1 LLC A DISTANCE OF 154.95' TO A POINT OF CURVATURE;

THENCE ALONG A CURVE, BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF GP PORTFOLIO LANDLORD #1 LLC, CURVING TO THE LEFT, WITH AN ARC LENGTH OF 78.59', A RADIUS OF 50.00', AN INCLUDED ANGLE OF 90° 03' 27", AND A CHORD LENGTH 70.75' BEARING N 62° 41' 49" W, TO A POINT OF TANGENCY;

THENCE S 72° 16' 21" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF GP PORTFOLIO LANDLORD #1 LLC A DISTANCE OF 167.00' TO A POINT IN THE EASTERLY SIDE OF OSWEGO ROAD;

THENCE N 17° 40' 00" W ALONG THE EASTERLY SIDE OF OSWEGO ROAD A DISTANCE OF 60.00' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 332,159 SQUARE FEET (7.62532 ACRES).

PARCEL D - SECTION 24 BLOCK 1 LOT 37.2

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF SALINA, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF LOT 81 OF THE TOWN OF SALINA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS (COUNTY ROUTE 88), SAID POINT BEING THE SOUTHEASTERN CORNER OF LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC AND THE SOUTHWESTERN CORNER OF HEREIN DESCRIBED PARCEL;

THENCE N 27° 14' 15" E BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC A DISTANCE OF 298.41' TO A POINT ON THE SALINA-CLAY TOWN LINE;

THENCE S 46° 46' 57" E ALONG THE SALINA-CLAY TOWN LINE, BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF RH & RM AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 424.96' TO A POINT;

THENCE S 72° 57' 20" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RONALD H & RICHARD M AJEMIAN A DISTANCE OF 259.84' TO A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS;

THENCE N 62° 45' 45" W ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS A DISTANCE OF 222.52' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 81,141 SQUARE FEET (1.86274 ACRES).

PARCEL E - SECTION 114 BLOCK 1 LOT 2.3

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF CLAY, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF LOT 75 OF THE TOWN OF CLAY, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS, SAID POINT BEING THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF CRAIG M FORGETTE AND A SOUTHEAST CORNER OF HEREIN DESCRIBED PARCEL;

THENCE ALONG A CURVE, ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS, CURVING TO THE RIGHT, WITH AN ARC LENGTH OF 740.65', A RADIUS OF 1849.86', AN INCLUDED ANGLE OF 22° 56' 25", AND A CHORD LENGTH 735.71' BEARING S 74° 34' 29" E TO A POINT;

THENCE N 63° 06' 16" W ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS A DISTANCE OF 41.14' TO A POINT ON THE SALINA-CLAY TOWN LINE;

THENCE N 46° 46' 57" W ALONG THE SALINA-CLAY TOWN LINE, BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF RONALD H & RICHARD M AJEMIAN AND AJEMIAN PROPERTIES LLC A DISTANCE OF 1,560.69' TO A POINT;

THENCE N 42° 55' 57" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC A DISTANCE OF 12.51' TO A POINT;

THENCE N 10° 24' 39" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC A DISTANCE OF 196.45' TO A POINT;

THENCE N 10° 41' 45" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF NICHOLS LD LLC A DISTANCE OF 558.40' TO A POINT;

THENCE N 04° 19' 33" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF NICHOLS LD LLC A DISTANCE OF 302.60' TO A POINT;

THENCE N 03° 46' 36" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF DOMINICK L & CARMELA FABRIZIO A DISTANCE OF 612.16' TO A POINT;

THENCE N 86° 44' 06" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF NIAGARA MOHAWK POWER CORP A DISTANCE OF 1,234.78' TO A POINT;

THENCE S 03° 01' 54" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF MOULOUD H MEGHEZZI A DISTANCE OF 220.00' TO A POINT;

THENCE N 86° 44' 06" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF MOULOUD H MEGHEZZI A DISTANCE OF 838.20' TO A POINT IN THE WESTERLY SIDE OF MORGAN ROAD;

THENCE S 03° 01' 54" E ALONG THE WESTERLY SIDE OF MORGAN ROAD A DISTANCE OF 60.00' TO A POINT;

THENCE S 86° 44' 06" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF GEORGE D POWERS A DISTANCE OF 525.80' TO A POINT;

THENCE S 03° 01' 54" E BOUNDED EASTERLY BY LANDS NOW OR FORMERLY OF GEORGE D POWERS, DAVID R TILLOTSON AND SHIRLEY A NORDHEIM A DISTANCE OF 251.40' TO A POINT;

THENCE N 86° 44' 06" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF SHIRLEY A NORDHEIM A DISTANCE OF 65.00' TO A POINT;

THENCE S 03° 01' 54" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF CODY D ZIPARO A DISTANCE OF 75.00' TO A POINT;

THENCE N 86° 44' 06" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF CODY D ZIPARO A DISTANCE OF 460.80' TO A POINT IN THE WESTERLY SIDE OF MORGAN ROAD;

THENCE S 03° 01' 54" E ALONG THE WESTERLY SIDE OF MORGAN ROAD A DISTANCE OF 1,192.10' TO A POINT;

THENCE S 03° 13' 39" E ALONG THE WESTERLY SIDE OF MORGAN ROAD A DISTANCE OF 560.56' TO A POINT;

THENCE S 86° 48' 41" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF VIVIAN SCHOECK A DISTANCE OF 200.00' TO A POINT;

THENCE S 03° 13' 39" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF VIVIAN SCHOECK A DISTANCE OF 100.00' TO A POINT;

THENCE N 86° 48' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF VIVIAN SCHOECK A DISTANCE OF 200.00' TO A POINT IN THE WESTERLY SIDE OF MORGAN ROAD;

THENCE S 03° 13' 39" E ALONG THE WESTERLY SIDE OF MORGAN ROAD A DISTANCE OF 350.00' TO A POINT;

THENCE S 86° 48' 41" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF MELVIN A & THELMA JUNE T FORGET A DISTANCE OF 159.00' TO A POINT;

THENCE S 03° 13' 39" E BOUNDED EASTERLY BY LANDS NOW OR FORMERLY OF MELVIN A & THELMA JUNE T FORGET AND CRAIG M FORGETTE A DISTANCE OF 251.31' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 4,772,936 SQUARE FEET (109.57153 ACRES).

PARCEL F - SECTION 114 BLOCK 1 LOT 28.1

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF CLAY, COUNTY OF ONONDAGA, STATE OF NEW YORK, BEING PART OF LOT 75 OF THE TOWN OF CLAY, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT A POINT IN THE EASTERLY SIDE OF OSWEGO ROAD (COUNTY ROUTE 91), SAID POINT BEING THE NORTHWESTERN CORNER OF LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC AND THE SOUTHWESTERN CORNER OF LAND NOW OR FORMERLY OF NICHOLS LD LLC;

THENCE N 72° 16' 21" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF NICHOLS LD LLC A DISTANCE OF 539.00' TO THE POINT OF BEGINNING;

THENCE N 72° 16' 21" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF NICHOLS LD LLC A DISTANCE OF 147.58' TO A POINT;

THENCE S 10° 24' 39" E BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RH & RM AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 196.45' TO A POINT;

THENCE S 42° 55' 57" W BOUNDED EASTERLY BY LAND NOW OR FORMERLY OF RH & RM AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 12.51' TO A POINT ON THE SALINA-CLAY TOWN LINE;

THENCE N 46° 46' 57" W ALONG THE SALINA-CLAY TOWN LINE, BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF AJEMIAN PROPERTIES LLC A DISTANCE OF 229.91' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 15,816 SQUARE FEET (0.36309 ACRES).

PARCEL G - 114-1-9.1 (#7165 MORGAN ROAD)

BEGINNING AT A POINT IN THE NORTHERLY SIDE OF LIVERPOOL BYPASS, SAID POINT BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT AND THE SOUTHWEST CORNER OF HEREIN DESCRIBED PARCEL;

THENCE N 03° 13' 39" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 68.39' TO A POINT;

THENCE N 86° 48' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF MELVIN A FORGET & THELMA JUNE FORGET A DISTANCE OF 153.98' TO A POINT ON THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47);

THENCE S 04° 03' 16" W ALONG THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47) A DISTANCE OF 55.44' TO A POINT;

THENCE S 03° 12' 00" W ALONG THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47) A DISTANCE OF 25.88' TO A POINT CURVATURE ON THE NORTHERLY SIDE SIDE OF LIVERPOOL BYPASS (C.R. 88);

THENCE ALONG A CURVE, ALONG THE NORTHERLY SIDE OF LIVERPOOL BYPASS (C.R. 88), CURVING TO THE RIGHT, WITH AN ARC LENGTH OF 147.54', A RADIUS OF 1849.86', AN INCLUDED ANGLE OF 04° 34' 11", AND A CHORD LENGTH 147.50' BEARING N 88° 19' 47" W TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 11,307 SQUARE FEET (0.25957 ACRES).

PARCEL H - 114-1-9.2 (#7169 MORGAN ROAD)

BEGINNING AT A POINT IN THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47), SAID POINT BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF MELVIN A FORGET & THELMA JUNE FORGET AND THE NORTHEAST CORNER OF HEREIN DESCRIBED PARCEL;

THENCE S 03° 13' 39" E ALONG THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47) A DISTANCE OF 74.91' TO A POINT;

THENCE S 86° 48' 41" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF CRAIG M FORGETTE A DISTANCE OF 158.98' TO A POINT;

THENCE N 03° 13' 39" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 74.90' TO A POINT;

THENCE N 86° 48' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF MELVIN A FORGET & JUNE THELMA FORGET A DISTANCE OF 158.60' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 11,911 SQUARE FEET (0.27344 ACRES).

PARCEL I - 114-1-8 (#7175 MORGAN ROAD)

BEGINNING AT A POINT IN THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47), SAID POINT BEING THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OF MELVIN A FORGET & THELMA JUNE FORGET AND THE SOUTHEAST CORNER OF HEREIN DESCRIBED PARCEL;

THENCE S 86° 48' 41" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF MELVIN A FORGET & THELMA JUNE FORGET A DISTANCE OF 158.60' TO A POINT;

THENCE N 03° 13' 39" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 108.02' TO A POINT;

THENCE N 86° 48' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 159.00' TO A POINT ON THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47);

THENCE S 03° 13' 39" E ALONG THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47) A DISTANCE OF 108.02' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 17,176 SQUARE FEET (0.39431 ACRES).

PARCEL J - 114-1-7 (#7201 MORGAN ROAD)

BEGINNING AT A POINT IN THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47), SAID POINT BEING A SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT AND THE NORTHEAST CORNER OF HEREIN DESCRIBED PARCEL;

THENCE S 03° 13' 39" E ALONG THE WESTERLY SIDE OF MORGAN ROAD (C.R. 47) A DISTANCE OF 100.00' TO A POINT;

THENCE S 86° 48' 41" W BOUNDED SOUTHERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 200.00' TO A POINT;

THENCE N 03° 13' 39" W BOUNDED WESTERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 100.00' TO A POINT;

THENCE N 86° 48' 41" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF R H & R M AJEMIAN & ROBERTA SCHMIDT A DISTANCE OF 200.00' TO THE POINT OF BEGINNING;

CONTAINING APPROXIMATELY 20,000 SQUARE FEET (0.45914 ACRES).

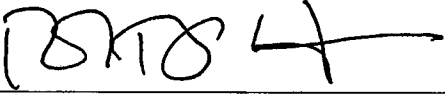
CONSENT

The Onondaga County Industrial Development Agency (the “Agency”) hereby (a) acknowledges notice of and consents to the assignment by **TC SYRACUSE DEVELOPMENT ASSOCIATES, LLC** (the “Assignor”) and the assumption by **CF ANACONDA SYR LLC** (the “Assignee”) of the Company Documents, as described in the Omnibus Assignment and Assumption Agreement dated as of October 1, 2020 (the “Effective Date”) by and between the Assignor and the Assignee (the “Assignment”); (b) consents to the conveyance of the Project Facility from Assignor to the Assignee; (c) consents to the assumption by the Assignee of Assignor’s covenants, obligations and liabilities under the Company Documents as contemplated by this Assignment; (d) releases Assignor from all of its respective covenants, agreements, obligations, liability, claims, actions, and judgments, under the Company Documents arising on and after the Effective Date; and (e) waives or releases any claims or rights the undersigned may have at any time against the Assignor for any damage, loss, cost, expense (including reasonable attorney’s fees) claim, liability, obligation or debt arising out of any obligations or liabilities of Assignor which matured, became due or accrued prior to the Effective Date.

[Signature Page to Follow]

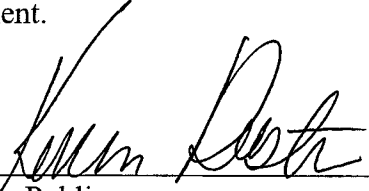
IN WITNESS WHEREOF, the Agency has signed the above Consent as of the date first listed above.

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
Robert M. Petrovich
Executive Director

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

On the 25 day of September in the year 2020 before me, the undersigned, a notary public in and for the State of New York, personally appeared Robert M. Petrovich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Karen Doster
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DO6404890
Qualified in Onondaga County
Commission Expires March 2, 2024