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GLOBALFOUNDRIES FAB 8 CONSTRUCTION LOGISTICS SITE PLAN AMENDMENT

T. JAMES HOUSTON
NYS PE NO. 063618

No.	Date	Revision	By

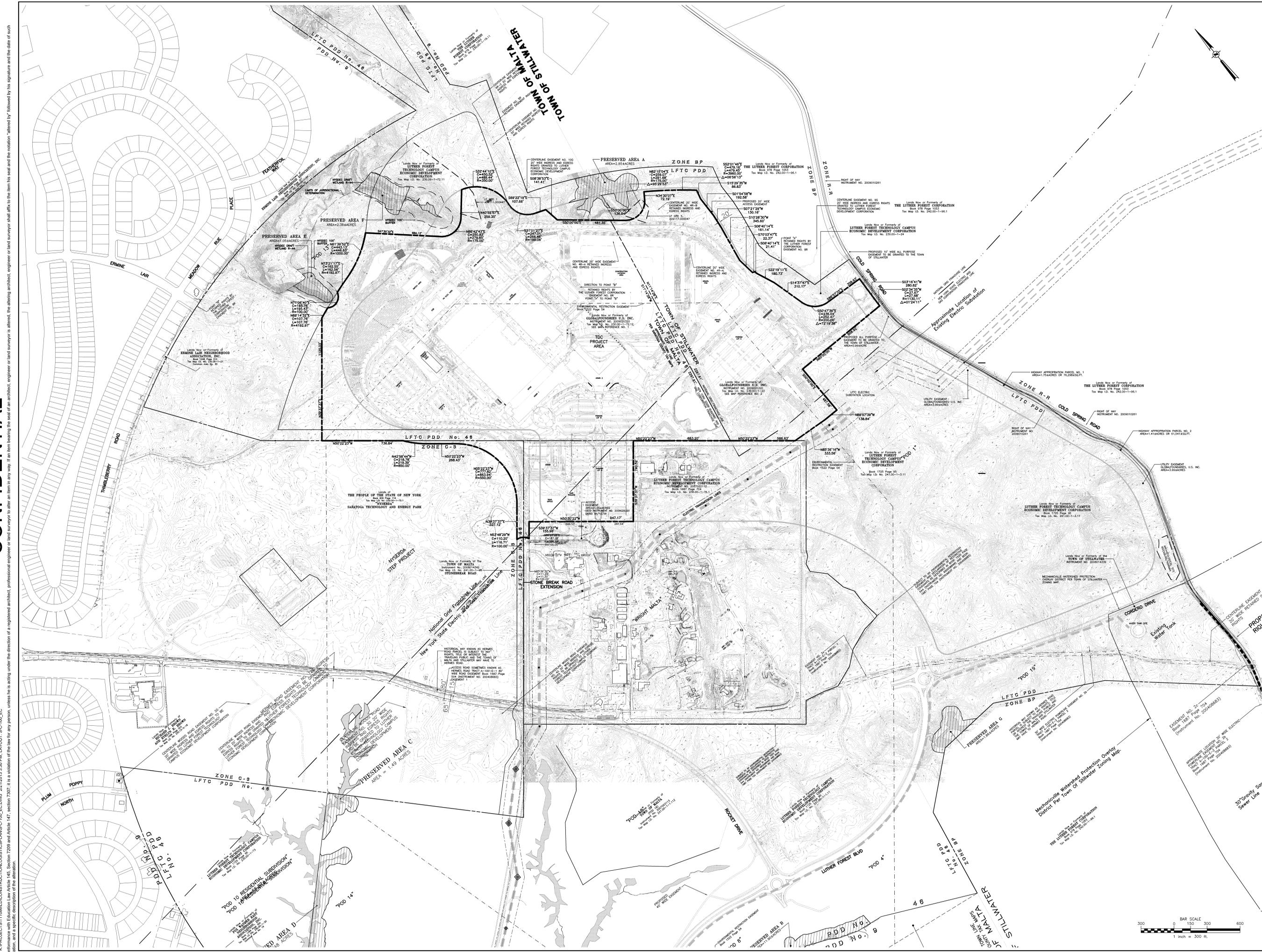
Date: 02/22/2013
Proj #: 15520
Checked By: EFG
Drawn By: MFL

Sheet Title
SITE
EXISTING
CONDITIONS
PLAN

Sheet No.
S-C-100
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NOT FOR CONSTRUCTION

CONFIDENTIAL



K:\PROJECTS\11088\CONSTRUCTION\LOGISTICS\PLANS-C-100_EC.DWG, 2/21/2013 3:30 PM LAYOUT, S-C-100_EC
In accordance with Education Law Article 445, Section 2209 and Article 147, section 2307, it is a violation of the law for any person, unless he is acting under the direction of a registered architect, professional engineer or land surveyor to alter in any way, if an item bearing the seal of an architect, engineer or land surveyor is altered, the altering architect, engineer or land surveyor shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

Saratoga County
COUNTY CLERK'S RECORDING PAGE

RECEIPT NO.: 837309

BOOK OF DEEDS

BOOK 01687 PAGE 00704

NO. PAGES 11

INSTRUMENT CODE: DED

INSTRUMENT NO.: 200408683

INDEXED BY: 
SCANNED BY:

RECORDING:	
Cost Filing Fee (RCD Deed)	5.00
Cover Sheet Fee (Deed)	10.00
EA5217 Fee	50.00
Education Fee	20.00
TP584 Fee (Filing Fee)	5.00
Transfer Tax Fee	19,326.00
Markoffs	
Names	.00
Pages	33.00
TOTAL:	19,449.00

*****NOTICE: THIS IS NOT A BILL *****

STATE OF NEW YORK
SARATOGA COUNTY CLERK

TRANSFER TAX

RECORDED ON 07/08/2004 AT 14:53:00

Transfer Tax 19,326.00

IN BOOK OF DEEDS PAGE 00704 OF 01687

Transfer Tax# 200408683

Kathleen A. Marchione
SARATOGA COUNTY CLERK

THIS PAGE IS PART OF THE INSTRUMENT

Record/Return to:
Lemery Greisler LLC
50 Beaver Street
Albany, New York 12207
Attn: Charles B. Dumas

QUITCLAIM DEED

THIS INDENTURE is made the 28th day of June, 2004 by and between:

WRIGHT-MALTA CORPORATION, a corporation duly organized and existing in accordance with the Business Corporation Law of the State of New York, having its principal office at the Malta Test Station on Plains Road, Ballston Spa, New York 12020 (the "Grantor"); and

LUTHER FOREST TECHNOLOGY CAMPUS ECONOMIC DEVELOPMENT CORPORATION, a corporation duly organized and existing in accordance with the Not For Profit Corporation Law of the State of New York, having its principal place of business c/o Saratoga Economic Development Corporation, 28 Clinton Street, Saratoga Springs, New York 12866 (the "Grantee").

WITNESSETH, that the Grantor, in consideration of TEN and 00/100 DOLLARS (\$10.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever,

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the Towns of Malta and Stillwater, County of Saratoga, State of New York, together with the improvements thereon, bounded and described as set forth in the property description attached hereto as Schedule "A", which premises are more modernly bounded and described as set forth in the property description attached hereto as Schedule "B" (collectively, the "Premises").

Parcel 1 as described in Schedule A being the same premises conveyed to the Grantor herein by The People of the State of New York, acting by and through the New York State Energy Research and Development Authority, successor to the Atomic and Space Development Authority, by deed dated December 20, 1984, and recorded in the Saratoga County Clerk's Office on December 21, 1984 in Liber 1073 of Deeds at page 504.

Parcel 2 as described in Schedule A being the same premises conveyed to the Grantor herein by The People of the State of New York, acting by and through the New York State Energy Research and Development Authority, by deed dated July 11, 1996 and recorded in the Saratoga County Clerk's Office on October 8, 1996 in Liber 1446 of Deeds at page 593.

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to the Premises.

SUBJECT TO all covenants, conditions, easements and restrictions of record, including, but not limited to, those certain Environmental Restrictions and Declaration of Restrictive Covenants made and provided for in that certain Consent Decree amongst the potentially responsible parties in United States of America v. Curtis Wright Corporation, et al., Civil Action No. 98-CV-0014, United States District Court, Northern District of New York, entered by the Court on March 16, 1998 (the "Environmental Restrictions and Covenants"), pursuant to which the following notice is made:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO:

AN ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED JUNE 3, 1999, RECORDED IN THE OFFICE OF THE CLERK OF SARATOGA COUNTY ON JUNE 11, 1999, IN BOOK 1520, PAGE 484, IN FAVOR OF THE GENERAL ELECTRIC COMPANY RESTRICTING THE USE OF THE GROUND WATER AS PROVIDED THEREIN;

1687-000704

FILED
SARATOGA COUNTY CLERK
JUN 29 2004
ALBANY, NY

AN ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED JUNE 11, 1999, RECORDED IN THE OFFICE OF THE CLERK OF SARATOGA COUNTY ON JUNE 11, 1999, IN BOOK 1520, PAGE 544, IN FAVOR OF THE GENERAL ELECTRIC COMPANY RESTRICTING THE USE OF THE GROUND WATER AS PROVIDED THEREIN; AND

AN ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED JUNE 24, 1999, RECORDED IN THE OFFICE OF THE CLERK OF SARATOGA COUNTY ON JUNE 28, 1999, IN BOOK 1522, PAGE 54, IN FAVOR OF THE GENERAL ELECTRIC COMPANY RESTRICTING THE USE OF THE GROUND WATER AS PROVIDED THEREIN.

TO HAVE AND TO HOLD the Premises unto the Grantee, its successors and assigns forever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvements to the Premises, if any, and will apply the same first to the payment of the cost of such improvements before using any part of the total of the same for any other purpose.

The conveyance made herein was duly authorized by the shareholders of the Grantor and does not constitute all or substantially all of the assets of the Grantor.

IN WITNESS WHEREOF, the parties of the first part have duly executed this deed the day and year first above written.

WRIGHT-MALTA CORPORATION

By: Raymond J. Kazyska
RAYMOND J. KAZYAKA,
President

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

On this 25th day of June, 2004, before, the undersigned, personally appeared RAYMOND J. KAZYAKA, 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.

Daniel M. Sleasman
Notary Public

DANIEL M. SLEASMAN
Notary Public, State of New York
Qualified in Albany County
Reg# 02SL4829273
Comm. Expires 10/31/05

1687 PAGE 0705

SCHEDULE A
Property Description

PARCEL 1

All that tract, piece or parcel of land situate in the Town of Malta and Stillwater, County of Saratoga, State of New York, shown as "Premise 1, 81.13+ ac." On a map title "New York State Energy Research and Development Authority, Map of A Portion of Lands of the People of the State of New York for mortgage purposes to be conveyed to Wright-Malta Corporation, Towns of Malta and Stillwater, Saratoga Co., N.Y., December 13, 1984" made by Charles E. Hartnett and Harold A. Behrens, L.S., and filed on even dated with this indenture in the Saratoga County Clerk's Office, being part of the premises described in a deed made February 4, 1964, between the United States of America, party of the first part, and the People of the State of New York, party of the Second part, recorded in the office of the County Clerk of the Saratoga County, in Liber 749 of Deeds and commencing at page 82, and more particularly, a part of Tract A-100 and is further bounded and described as follows:

BEGINNING at a point on the west line of the aforesaid Tract A-100, said point being located distant, south 901 feet from the northwest corner of said tract and runs:

- 1.) thence East, 138.5 feet to a point;
- 2.) thence North, 141.0 feet to a point;
- 3.) thence East, 119.5 feet to a point;
- 4.) thence North, 140.0 feet to a point;
- 5.) thence East, 819.38 feet to a point;
- 6.) thence South, 144.0 feet to a point;
- 7.) thence East, 492.62 feet to a point;
- 8.) thence South, 386.0 feet to a point;
- 9.) thence East, 340.0 feet to a point;
- 10.) thence South, 370.0 feet to a point;
- 11.) thence West, 340.0 feet to a point;
- 12.) thence South, 1,054.2 feet to a point;
- 13.) thence S. 76 deg. 32 min. 44 sec. W., 30.15 feet to a point;
- 14.) thence N. 78 deg. 50 min. 03 sec. W., 73.74 feet to a point;
- 15.) thence S. 61 deg. 32 min. 48 sec. W. 76.50 feet to a point;
- 16.) thence S. 7 deg. 24 min. 36 sec. W., 161.57 feet to a point;
- 17.) thence S. 40 deg. 27 min. 14 sec. W., 186.13 feet to a point;
- 18.) thence S. 20 deg. 47 min. 37 sec. W., 108.27 feet to a point;
- 19.) thence S. 52 deg. 58 min. 58 sec. W., 121.00 feet to a point;
- 20.) thence S. 44 deg. 00 min. 45 sec. W., 185.17 feet to a point;
- 21.) thence N. 51 deg. 42 min. 16 sec. W., 36.70 feet to a point;
- 22.) thence N. 46 deg. 34 min. 23 sec. W., 131.52 feet to a point;
- 23.) thence N. 59 deg. 55 min. 43 sec. W., 209.89 feet to a point;
- 24.) thence N. 78 deg. 26 min. 37 sec. W., 164.13 feet to a point;
- 25.) thence N. 59 deg. 43 min. 07 sec. W., 207.70 feet to a point;
- 26.) thence N. 21 deg. 14 min. 30 sec. W., 130.96 feet to a point;
- 27.) thence N. 26 deg. 31 min. 26 sec. W., 187.15 feet to a point;

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- 28.)thence West, 218.61 feet to a point;
 29.)thence North, 1666.0 feet to the point or place of beginning and containing about 81.13 acres of land.

The bearings mentioned herein are assumed north and referred to Monument 1, and existing spikes 1 and 3 as shown on Map No. 2, Topographic Survey, Hermes Project by the Corps of Engineers; U.S. Army, September 1950 filed in the Saratoga County Clerk's office on June 24, 1964 as map CC-101. Assumed North is 49 deg. 54 min. 50 sec. Counterclockwise from True North and as rotated the said 49 deg. 54 min. 50 sec.

EASEMENT 1

A perpetual and assignable easement of ingress and egress, in common with the party of the first part, its legal representatives, successors, assigns, licensees and designees, on, over and across the following described lands:

ALL that parcel of land situate in the Town of Malta, County of Saratoga, State of New York, being a strip of land 80 feet in width, 15 feet on the easterly side ^A 65 feet on the westerly side of the following described line:

BEGINNING at a point in the north line of Tract A-100 herein above mentioned, said point of beginning being located East, 174.61 feet from the northwest corner of said Tract A-100 and being further located the following five courses and distances from Marble Monument No. 1;

- (a) North, 100.00 feet;
- (b) East, 23.40 feet;
- (c) N. 0 deg. 55 min. 00 sec. W., 487.73 feet;
- (d) N. 4 deg. 54 min. 20 sec. E., 270.02 feet;
- (e) N. 14 deg. 04 min. 17 sec., E., 150 feet more or less to the point or place of beginning and runs thence through other lands of the People of the State of New York the following ten courses and distances:

- (1) N. 14 deg. 04 min. 17 sec. E., 62.0 feet more or less;
- (2) N 4 deg. 25 min. 34 sec. E., 244.2 feet to a point;
- (3) N 10 deg. 24 min. 46 sec. E., 409.89 feet to a point;
- (4) N. 17 deg. 18 min. 55 sec. E., 630.24 feet to a point;
- (5) N. 2 deg. 23 min. 50 sec. E., 602.84 feet to a point;
- (6) N. 6 deg. 08 min. 20 sec. E., 339.80 feet to a point;
- (7) N. 3 deg. 46 min. 39 sec. E., 361.64 feet to a point;
- (8) N. 3 deg. 53 min. 38 sec. E., 271.52 feet to a point;
- (9) N. 3 deg. 15 min. 43 sec. E., 1,377.54 feet to a point;
- (10) N. 1 deg. 07 min. 59 sec. W., 362.97 feet to a point; in the southerly side (1964) of the road leading to Malta which is sometimes known as Hermes Road;

The above bearings are based on an assumed North and South Meridian passing through Monument No. 1 and Monument No. 2. The True bearing of line Monument No. 1 Monument No. 2 is S. 49 deg. 54 min. 50 sec. E. Easement 1 is described as Tract A-100-E-1 in the aforementioned deed from

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the United States of America to the People of State of New York, and contains 8.57 acres of land, more or less.

In addition, Easement 1 includes that portion of Hermes Road, which extends between the parcel described hereinabove and the north line of Premise 1, across Premise 3 as shown on the above mentioned map made by Charles E. Hartnett and Harold A. Behrens, L.S.

EASEMENT 2

A perpetual and Assignable easement for the location, construction, operation, maintenance, repair, patrol and replacement of an electric power line, in, on, and across the following described lands:

All those three certain parcels of land situate in the Towns of Malta and Stillwater, County of Saratoga, State of New York and more particularly described as follows:

- a) BEGINNING at a point on the southerly line of the lands of the People of State of New York and in the southwesterly boundary of the parcel described above in the instrument as Premise 1, said point being at coordinates S. 1967.42 and E. 348.29 as based on the assumed coordinates of Monument No. 1, located within lands described above in this instrument as Premise 1, as South 100.00 and East 80.00. Running thence S. 16° 13' 22" E. 329.05 feet; thence S. 73° 59' 39" W. 15.00 feet to a pole No. E-3 set at coordinates S. 2287.50 and E. 425.80 feet; thence S. 73° 59' 30" W. 15.00 feet; thence N. 16° 13' 22" W. 425.42 feet; thence N. 26° 05' 22" 245 feet more or less to lands described above in this instrument as Premise 1; thence east along said lands 10.0 feet more or less; thence S. 26° 31' 26" E. 190.00 feet more or less to a point at coordinates S. 1834.47 and E. 282.20; thence S. 21° 14' 30" E. 130.96 feet; thence S. 59° 43' 07" E. 21.60 feet to the point or place of beginning.
- b) Also a strip of land 30 feet in width, the centerline of which is more particularly described as follows: Beginning at Pole No. E-53 set at coordinates S. 2287.50 and E. 425.80 and running thence S. 15° 47' 20" E. 332.19 feet; thence S. 7° 02' 48" E. 263.00 feet; thence S. 6° 29' 23" E. 259.00 feet; thence S. 4° 36' 24" E. 424.34 feet; thence S. 0° 58' 13" E. 409.81 feet; thence S. 1° 07' 02" E. 302.30 feet; thence S. 2° 58' 30" E. 253.05 feet; thence S. 14° 54' 08" W. 312.11 feet; thence S. 2° 29' 46" W. 341.21 feet; thence S. 2° 44' 43" W. 229.26 feet; thence S. 8° 55' 12" W. 332.16 feet to Pole No. E-42, thence S. 68° 35' 21" W. 319.43 feet; thence S. 68° 40' 36" W. 420.67 feet to Pole No. E-40; thence S. 72° 49' 31" W. 385.71 feet; thence S. 73° 07' 49" W. 258.70 feet; thence S. 73° 20' 16" W. 250.50 feet; thence S. 73° 09' 13" W. 423.70 feet; thence S. 73° 01' 03" W. 333.80 feet; thence S. 72° 56' 35" W. 328.64 feet; thence S. 68° 38' 39" W. 278.57 feet; thence S. 65° 19' 28" W. 253.69 feet; thence S. 64° 54' 52" W. 344.55 feet to a point near the southwesterly intersection of two gravel roads.
- c) Together with an area 20 feet by 25 feet adjacent to and southeasterly of the above described 30.0 foot strip near Pole No. E-40 for the location of guy Pole No. E-408, and an area approximately 20 feet by 35 feet adjacent to said 30 foot strip southwesterly of Pole No. E-42 for the location of Guy Pole No. E-428.

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The above bearings are based on an assumed North and South meridian passing through Monument No. 1 and Monument No. 2. The True bearing of line Monument No. 1 Monument No. 2 is S. 49° 54' 50" E. Easement 2 is described as Tract A-100-E-2 in the aforementioned deed from the United States of America, party of the first part, to the People of the State of New York, party of the second part, and contains a total of 5.19 acres of land, more or less.

Easement 3

A perpetual and assignable easement for the establishment, operation, maintenance and use of a safety area in, on, over and across the following described lands consisting of the right of prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right of prohibit hunting; the right to post signs indicating the nature and extent of the control over parcels included in Easement 3; the right of ingress and egress over the said land for the purposes of exercising the said rights:

All that tract or parcel of land situate in the Towns of Stillwater and Malta, County of Saratoga, State of New York, and more particularly described as follows:

BEING that portion of the Luther Forest, circular in shape, with a radius of one mile, the center of said circle being the center of Test Pit No. 3 located on the parcel described above in this instrument as Premise 1. The Center of such Test Pit No. 3 is more particularly described as follows: Beginning a point at the intersection of Access Road "B" with Access Road "L", said point being marked by a spike, and the coordinates of said point being N. 80.98 feet E. 212.58; N 40° 06' 10" E 229.10 feet to a point marked by a spike in Access Road "B", said point being 50 feet distant southeasterly and opposite the northeasterly corner of Building No. 14; thence the following three courses: (1) N 38° 56' 37" E 326.58 feet to a point, (2) S 57° 06' 14" E 440.54 feet to a point, said being marked by a punch hole in the center of a square cut in the steel frame of Structure No. 3, and (3) S 59° 08' 48" E. 32.30 feet to the center of the open Fire Pit No. 3, said point established by the intersection of the North-South and East-West axis lines, said lines re-established by holding chisel marks on the iron frame work of the Pit Structure, and the coordinates of said Center Point being N 254.393 and E. 963.057. All bearings are referred to the True Meridian, and the described coordinates are based on values as shown on the map prepared by the Corps of Engineers of the U.S. Army hereinabove mentioned. Easement 3 is described as being Tract A-100-E-3 in the abovementioned deed from the United States of America, party of the first part, to the People of the State of New York, party of the Second part, and containing a total of 1819.80 acres of land, more or less.

The premises remaining in the ownership of the grantor herein, People of State of New York, comprising the balance of the 165.36 acre tract (of which Premise 1, hereby conveyed, is a part) together with the entire tract of 273.066 acres appropriated by People of the State of New York from Thomas F. Luther and Margaret C. Luther by Notice of appropriation filed August 20, 1968 in Book 836 of Deeds at page 114 (map filed same dated) are excluded from the provisions of Easement 3. The 80-foot road right of way described in Easement 1 herein and the Easement for power lines described in Easement 2 herein are also excluded from the provisions of Easement 3.

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4

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, as an encumbrance upon the land described above, a perpetual and assignable easement to obtain utility and communication services from facilities situated on the premises herein conveyed, and the right to construct, maintain, repair and replace facilities and lines in, under and across the premises herein conveyed and to transport utility services to the adjoining premises of the party of the first part, provided that the exercise of the rights so reserved shall not unreasonably interfere with the use and enjoyment of the premises herein conveyed.

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, as an encumbrance on the lands described above, a perpetual and assignable easement and profit to obtain water from the premises conveyed, for the benefit of any facilities now or hereafter existing and located on any of the premises now owned by the party of the first part adjoining the premises conveyed; together, with the right to construct, operate, and maintain water works, wells, storage tanks, pumping stations, water mains, and similar water supply and distribution facilities on the premises conveyed with the right of ingress and egress over the premises conveyed, for the purpose of obtaining such water and constructing, operating, and maintaining such facilities; subject to the prior approval as to the location thereof by the party of the second part, its successors and assigns, which approval shall not unreasonably be withheld.

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PARCEL 2

All that tract, piece or parcel of land situate in the Town of Malta and in the Town of Stillwater, Saratoga County, New York and is further bounded and described as follows:

Beginning at an existing concrete monument at the Northwest corner of Tract A-100, described in deed, United States of America acting by and through the Administrator of General Services to the People of State of New York, recorded in the Saratoga County Clerk's Office, February 11, 1964, in Book 749 of Deeds at page 82 and runs;

- (1) thence East along the division line of said Tract A-100 on the South and Tract A-100-E-3 on the North, Land Appropriated by the People of the State of New York from Thomas C. and Margaret C. Luther by Notice of Appropriation, filed August 20, 1968, Book 836 of Deeds at page 114, on the North, a distance of 2,600 feet to an existing concrete monument;
- (2) thence South along the lands of the Luther Forest Corporation, 2,567 feet to an iron rod set;
- (3) thence West along land of the Luther Forest Corporation, 1,000.00 feet to an iron rod set;
- (4) thence S 76 deg. 32 min. 44 sec. W., 30.85 feet to an iron rod set at the Southeast corner of the lands (premises 1) conveyed by the People of State of New York, acting by and through the New York State Energy Research and Development Authority to the Wright-Malta Corporation by deed recorded in the Saratoga County Clerk's Office, December 21, 1984, in Book 1073 of Deeds at page 504;
- (5) thence along the same the following twelve (12) courses and distances: North 1054.18 feet to a point;
- (6) East 340.00 feet to a point;
- (7) North, 370 feet to a point;
- (8) West, 340.00 feet to a point;
- (9) North, 386.00 feet to a point;
- (10) West, 492.62 feet to a point;
- (11) North, 144.00 feet to a point;
- (12) West, 819.38 feet to an existing iron rod;
- (13) South, 140.00 feet to an existing iron rod;
- (14) West, 119.50 feet to an existing iron rod;
- (15) South, 141.00 feet to a point;
- (16) West, 138.50 feet to an existing iron rod on the Easterly line of the lands of the Luther Forest Corporation;
- (17) Thence along the lands of the People of the State of New York, aforementioned, (Book 749 of Deeds at page 82) North, 901.00 feet to the point of place of beginning and containing about 83.06 acres of land.

The above bearings are based on an assumed North and South meridian passing through Monument 1 and Monument 2, as recovered in January, 1967. The true bearing of the line, Monument 1-Monument 2, is S. 49 deg. 54 in. 50 sec. E.;

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns; as an encumbrance upon the land described above, a perpetual and assignable easement to obtain utility and communication services from facilities situate on the premises herein conveyed, and the right to construct, maintain, repair and replace facilities and lines in, under and across the premises herein conveyed and to transport utility services to the adjoining premises of the party of the first part, provided that the exercise of the rights so reserved shall not unreasonably interfere with the use and enjoyment of the premises herein conveyed.

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EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, as an encumbrance on the land described above, a perpetual and assignable easement and profit to obtain water from the premises conveyed, for the benefit of any facilities now or hereafter existing and located on any of the premises now owned by the party of the first part adjoining the premises conveyed; together with the right to construct, operate, and maintain water works, wells, storage tanks, pumping stations, water mains, and similar water supply and distribution facilities on the premises conveyed with the right of ingress and egress over the premises conveyed for the purpose of obtaining such water and constructing, operating, and maintaining such facilities; subject to the prior approval as to the location thereof by the party of the second part, its successors and assigns, which approval shall not unreasonably be withheld.

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7

SCHEDULE B
Property Description

All that certain tract, piece or parcel of land situate, lying and being in the Town of Malta and Town of Stillwater, County of Saratoga, State of New York, lying generally Southeasterly of Plains Road, Southerly of Route 9P and Westerly of Cold Springs Road, and being more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the division line between the lands now or formerly of Wright-Malta Corporation as described in Book 1446 of Deeds at Page 593 (Tax Map Parcel No. 230-1-14.12) on the Southeast and the lands of The People of the State of New York as described in Book 836 of Deeds at Page 114 (Tax Map Parcel No. 230-1-14.11) on the Northwest with the division line between the lands now or formerly of Wright-Malta Corporation on the Southwest and the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 (Tax Map Parcel No. 241-1-1.1) on the Northeast, said point being marked by a square monument found North 25 deg. 17 min. 22 sec. West 1.04 feet from said corner and runs thence from said point of beginning South 50 deg. 22 min. 23 sec. East along the above last mentioned division line 2,567.00 feet to its intersection with the division line between the lands now or formerly of Wright-Malta Corporation as described in Book 1446 of Deeds at Page 593 and Book 1073 of Deeds at Page 504 (Tax Map Parcel Nos. 241-1-1.1, 241-1-1.2, 230-1-14.12 and 230-1-14.2) on the Northwest and the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 (Tax Map Parcel No. 241-1-1.1) on the Southeast; thence along the above last mentioned division line the following seventeen (17) courses: 1) South 39 deg. 37 min. 37 sec. West 1,000.00 feet to a point, said point being marked by an existing square monument found South 13 deg. 27 min. 13 sec. East 0.64 feet from said corner; 2) thence South 26 deg. 10 min. 09 sec. West 61.00 feet to a point; 3) thence South 50 deg. 47 min. 37 sec. West 73.74 feet to a point; 4) thence South 11 deg. 10 min. 27 sec. West 76.50 feet to a point; 5) thence South 42 deg. 57 min. 43 sec. East 161.57 feet to a point; 6) thence South 09 deg. 55 min. 13 sec. East 186.13 feet to a point; 7) thence South 29 deg. 34 min. 43 sec. East 108.27 feet to a point; 8) thence South 02 deg. 36 min. 37 sec. West 121.00 feet to a point; 9) thence South 06 deg. 21 min. 43 sec. East 185.17 feet to a point; 10) thence South 77 deg. 55 min. 17 sec. West 36.70 feet to a point; 11) thence South 83 deg. 03 min. 17 sec. West 131.52 feet to a point; 12) thence South 69 deg. 41 min. 57 sec. West 209.89 feet to a point; 13) thence South 51 deg. 10 min. 57 sec. West 164.13 feet to a point; 14) thence South 69 deg. 54 min. 27 sec. West 207.70 feet to a point, said point being marked by an existing square monument; 15) thence North 71 deg. 36 min. 53 sec. West 130.96 feet to a point; 16) thence North 76 deg. 53 min. 53 sec. West 187.15 feet to a point; and 17) thence South 39 deg. 37 min. 37 sec. West 218.61 feet to its intersection with the division line between the lands now or formerly of Wright-Malta Corporation as described in Book 1073 of Deeds at Page 504 (Tax Map Parcel No. 230-1-14.2) on the Northeast and the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 (Tax Map Parcel No. 241-1-1.1) on the Southwest; thence North 50 deg. 22 min. 23 sec. West along the above last mentioned division line 2,567.00 feet to its intersection with the above first mentioned division line between the lands now or formerly of Wright-Malta Corporation as described in Book 1446 of Deeds at Page 593 (Tax Map Parcel No. 230-1-14.12) on the Southeast and the lands of The People of the State of New York as described in Book 836 of Deeds at Page 114 (Tax Map Parcel No. 230-1-14.11) on the Northwest, said point being marked by an existing square monument found North 43 deg. 17 min. 24 sec. East 0.56 feet from said corner; thence North 39 deg. 37 min. 37 sec. East along the said above first mentioned division line 2,600.00 feet to the point or place of beginning and containing 164.19 acres of land, more or less.

Subject to easements of record.

North orientation and bearings are based on the New York State Plane Coordinate System, East Zone, NAD 1983/96. The distances used herein are horizontal ground distances. Grid lengths may be obtained by a multiplier of 0.99993222 (combined factor).

Excepting and reserving the following:

1) To The New York State Energy Research and Development Authority, its successors and assigns, a perpetual and assignable easement to obtain utility and communication services from facilities situated on the premises, and the right to construct, maintain, repair and replace facilities and lines in, under and across the premises and to transport utility services to

1687 PAGE 0713

the adjoining premises provided that the exercise of the rights so reserved shall not unreasonably interfere with the use and enjoyment of the premises as described in Book 1446 of Deeds at Page 593 and in Book 1073 of Deeds at Page 504.

2) To the New York State Energy Research and Development Authority, its successors and assigns, as an encumbrance on the land, a perpetual and assignable easement and profit to obtain water for the benefit of any facilities now or hereafter existing and located on any of the premises now owned by The New York State Energy Research and Development Authority and adjoining the premises, together with the right to construct, operate, and maintain water works, wells, storage tanks, pumping stations, water mains and similar water supply and distribution facilities with the right of ingress and egress for the purpose of obtaining such water and constructing, operating, and maintaining such facilities, subject to the approval as to the location by Wright-Malta Corporation, its successors and assigns, which approval shall not unreasonably be withheld as described in Book 1446 of Deeds at Page 593 and in Book 1073 of Deeds at Page 504.

Together with and subject to the following:

1) The rights of The New York State Energy Research and Development Authority to a perpetual and assignable 80-foot-wide easement (Easement No. 1, Tract A-100-E-1) for ingress and egress as described in Book 1073 of Deeds at Page 504 along an access road sometimes known as Hermes Road. Easement No. 1 includes that portion of Hermes Road that lies between the North (Northwest) line of premise one and across premise three and extending to Dunning Street.

2) The rights of The New York State Energy Research and Development Authority to "perpetual and assignable easements (Easement Nos. 2a, b and c) for the location, construction, operation, maintenance, repair, patrol and replacement of an electric line, in, on and across" the parcel as described in Book 1073 of Deeds at Page 504.

3) Together with "a perpetual and assignable easement (Easement No. 3, one mile radius circle) for the establishment, operation, maintenance and use of a safety area in, on, over and across the lands consisting of the right to prohibit human habitation, the right to remove buildings presently or hereafter being used for human habitation, the right to prohibit hunting, the right to post signs and the right of ingress and egress over the said land" as described in Book 1073 of Deeds at Page 504.

1687 2:6: 07:4

9

Saratoga County
COUNTY CLERK'S RECORDING PAGE

RECEIPT NO.:001008032

BOOK OF DEEDS

BOOK 01725 PAGE 00095

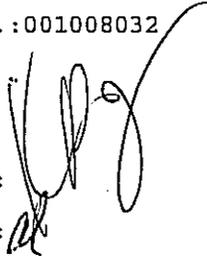
NO. PAGES 28

INSTRUMENT CODE: DEDC

INSTRUMENT NO.: 200508437

INDEXED BY:

SCANNED BY:



RECORDING:

Cost Filing Fee (RCD Deed)	5.00
Cover Sheet Fee (Deed)	10.00
Education Fee	20.00
RP5217 Fee	165.00
TP584 Fee (Filing Fee)	5.00
Transfer Tax Fee	12,896.00
Markoffs	
Names	.00
Pages	84.00

TOTAL: 13,185.00

*****NOTICE: THIS IS NOT A BILL *****

STATE OF NEW YORK
SARATOGA COUNTY CLERK

TRANSFER TAX

RECORDED ON 07/14/2005 AT 12:22:00

Transfer Tax 12,896.00

IN BOOK OF DEEDS PAGE 00095 OF 01725

Transfer Tax# 200508437

Kathleen A. Marchione
SARATOGA COUNTY CLERK

THIS PAGE IS PART OF THE INSTRUMENT

WARRANTY DEED

THIS INDENTURE, is made the 12th day of July, Two Thousand and Five by:

THE LUTHER FOREST CORPORATION, a corporation duly organized and existing in accordance with the laws of the State of New York, having its principal executive office located at Stonebreak Road, (P.O. Box 2109), Malta, New York 12020 (the "Grantor"), to

LUTHER FOREST TECHNOLOGY CAMPUS ECONOMIC DEVELOPMENT CORPORATION, a not-for-profit corporation duly organized and existing in accordance with the laws of the State of New York, having its principal executive office located at 28 Clinton Street, Saratoga Springs, New York 12866 (the "Grantee"),

WITNESSETH, that the Grantor, in consideration of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto the Grantee, its heirs and assigns forever, the following real property (collectively, the "Premises"):

All that certain tract, piece or parcel of land together with the improvements thereon, if any, situate in the Town of Malta and Stillwater, County of Saratoga, New York, described as set forth in the property description attached hereto as Schedule A, which premises is more modernly and accurately bounded and described as set forth in the property description attached hereto as Schedule B (the "Fee Premises");

Together with the appurtenances and all the estate and rights of the Grantor of any kind whatsoever in and to the Fee Premises, including, but not limited, to those property rights enumerated in Schedule C attached hereto (the "Appurtenant Rights");

Together with certain rights and easements on the adjacent, retained lands of the Grantor (the "Granted Easements") pursuant to the terms, conditions and provisions of a certain Reciprocal Easement Agreement by and between the Grantor and the Grantee dated of even date herewith and intended to be recorded contemporaneously herewith (the "Reciprocal Easement Agreement").

Excepting therefrom and reserving to the Grantor those rights and easements over those portions of the Fee Premises (the "Reserved Easements") pursuant to the terms, provisions and conditions of the Reciprocal Easement Agreement;

Excepting therefrom and reserving to the Grantor those rights over certain premises other than the Premises herein conveyed (the "Reserved Appurtenant Rights") as described in Schedule D attached hereto:

Together with all right, title and interest of the Grantor to any strips or gores adjoining the Premises;

Filed 07/14/2005 12:22 PM
Volume 01725 Page 00095
1200508437
Saratoga County Clerk

Subject to all covenants, conditions, restrictions and easements of record.

TO HAVE AND TO HOLD the Premises unto the Grantee and its successors and assigns forever.

FURTHER, the Grantor covenants and agrees as follows:

FIRST, the Grantor is seized of the Premises in fee simple and has good right to convey the same;

SECOND, the Grantee shall quietly enjoy the Premises;

THIRD, the Premises are free from incumbrances, except as herein stated;

✓ **FOURTH**, the Grantor will execute or procure any further necessary assurance of title to the Premises;

FIFTH, the Grantor will forever **WARRANT** the title to the Premises;

SIXTH, in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvements to the Premises, if any, and will apply the same first to the payment of the cost of such improvements before using any part of the total of the same for any other purpose.;

SEVENTH, this the conveyance made herein does not constitute all or substantially all of the assets of the Grantor and is made with the unanimous consent of the shareholder and directors of the Grantor.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

THE LUTHER FOREST CORPORATION

By: 
Alexander L. Mackay, President

STATE OF NEW YORK)

)ss:

COUNTY OF SARATOGA)

On the 12th day of July in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared, **ALEXANDER L. MACKAY**, 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

CHARLES B. DUMAS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 02DU4780923
MY COMMISSION EXPIRES 11-30-~~2005~~ 2005

Schedule A
Property Description
Fee Premises
(Deed Descriptions)

PROPERTY 1:

All those certain parcels of land situate in the Towns of Malta and Stillwater, Saratoga County, New York, comprising a portion of the premises granted to The Luther Forest Corporation by deed made by Margaret C. Luther dated January 3, 1978, recorded in the Saratoga County Clerk's Office on January 16, 1978 in Book 978 of Deeds at page 1053 and by deed made by William R. Mackay and Carol Mackay as Executors of the Last Will and Testament of Thomas F. Luther dated January 3, 1978, recorded in the Saratoga County Clerk's Office on January 16, 1978 in Book 978 of Deeds at page 1063, which parcels of land consist of all or a portion of those lands conveyed to said Margaret C. Luther and/or Thomas C. Luther by the following deeds:

In the Town of Malta:

Book 289 / Page 592, Daniel Benjamin to Thomas C. Luther;
Book 288 / Page 441, NYS to Thomas C. Luther;
Book 280 / Page 486, Anna Scott to Thomas C. Luther;
Book 290 / Page 310, Susan Jane Mohan to Thomas C. Luther;
Book 275 / Page 272, James Lamb to Thomas C. Luther;
Book 290 / Page 353, Sarah Snell to Thomas C. Luther;
Book 292 / Page 263, Reuben Davey to Thomas C. Luther;
Book 293 / Page 570, Joseph Davey to Thomas C. Luther;
Book 282 / Page 312, Anna Gilmore to Thomas C. Luther;
Book 292 / Page 264, Reuben Davey to Thomas C. Luther;
Book 286 / Page 206, Louis Weeber to Thomas C. Luther;
Book 287 / Page 119, Albert Cook to Thomas C. Luther;
Book 295 / Page 284, Chas Anderson to Thomas C. Luther;
Book 292 / Page 262, Willard Hunger to Thomas C. Luther;
Book 282 / Page 189, Chester Denton to Thomas C. Luther;
Book 263 / Page 497, Winsor French to Thomas C. Luther;
Book 291 / Page 108, Theron Coon to Thomas C. Luther;
Book 292 / Page 448, Edith Arnold to Thomas C. Luther;
Book 294 / Page 44, William Smith to Thomas C. Luther;
Book 295 / Page 215, Mary Ann Butler to Thomas C. Luther;
Book 297 / Page 119, Elmer Corp. to Thomas C. Luther;

Book 301 / Page 254, John Rogers to Thomas C. Luther;
Book 301 / Page 420, Mary Dunwoody to Thomas C. Luther;
Book 310 / Page 20, Mary Dunwoody to Thomas C. Luther;
Book 332 / Page 331, Walter Baker to Thomas C. Luther;
Book 337 / Page 21, John Rogers to Thomas C. Luther;
Book 342 / Page 339, Fred Selch to Thomas C. Luther;
Book 343 / Page 382, Reid Arnold to Thomas C. Luther;
Book 349 / Page 395, Fred Selch to Thomas C. Luther;
Book 349 / Page 396, John Palmer to Thomas C. Luther;
Book 349 / Page 394, Fred Selch to Thomas C. Luther;
Book 348 / Page 460, Reid Arnold to Thomas C. Luther;
Book 378 / Page 142, Saratoga County to Thomas C. Luther;
Book 396 / Page 102, Thelka Schell to T.F. & M.C. Luther;
Book 402 / Page 166, Saratoga County to Thomas C. Luther;
Book 460 / Page 276, Clarence Jones to Thomas C. Luther; and
Book 534 / Page 403, Elvira Bode to Thomas C. Luther.

In the Town of Stillwater:

Book 267 / Page 225, Chester Denton to Thomas C. Luther;
Book 268 / Page 410, Benjamin Freeman to Thomas C. Luther;
Book 279 / Page 241, George Darrow to Thomas C. Luther;
Book 245 / Page 71, Fred Gardner to Thomas C. Luther;
Book 245 / Page 68, Fred Gardner to Thomas C. Luther;
Book 248 / Page 70, Fred Gardner to Thomas C. Luther;
Book 283 / Page 139, Permelia Rynning to Thomas C. Luther;
Book 280 / Page 244, Ethel Neilson to Thomas C. Luther;
Book 282 / Page 62, Loren Gailor to Thomas C. Luther;
Book 275 / Page 271, Isaac Groff to Thomas C. Luther;
Book 277 / Page 162, Benjamin Freeman to Thomas C. Luther;
Book 287 / Page 446, Douglas Black to Thomas C. Luther;
Book 291 / Page 72, Benjamin Freeman to Thomas C. Luther;
Book 240 / Page 345, Sarah Eldridge to Thomas C. Luther;
Book 274 / Page 464, Henry Near to Thomas C. Luther;
Book 288 / Page 192, NYS to Thomas C. Luther;
Book 277 / Page 591, Haight & Baker to Thomas C. Luther;
Book 323 / Page 196, Emma Waters to Thomas C. Luther;
Book 263 / Page 497, Winsor French to Thomas C. Luther;
Book 291 / Page 108, Theron Coons to Thomas C. Luther;
Book 292 / Page 449, Reid Arnold to Thomas C. Luther;
Book 293 / Page 127, William McDermott to Thomas C. Luther;
Book 347 / Page 562, Cliver Shaffer to Thomas C. Luther;
Book 331 / Page 284, Mary Baren to Thomas C. Luther;

Book 332 / Page 331, Walter Baker to Thomas C. Luther;
Book 337 / Page 23, Elisha Ritson to Thomas C. Luther;
Book 343 / Page 150, Manufacturers National Bank to Thomas C. Luther;
Book 360 / Page 204, Martin Meehan to Thomas C. Luther;
Book 346 / Page 527, Elisha Ritson to Thomas C. Luther; and
Book 455 / Page 240, Whitehead Brothers to Thomas C. Luther.

EXCEPTING from the foregoing those lands conveyed by Wright-Malta Corporation to Luther Forest Technology Campus Economic Development Corporation, by deed dated June 28, 2004 and recorded in the Saratoga County Clerk's Office on July 8, 2004 in Book 1687 of Deeds at page 704.

PROPERTY 2:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Malta, County of Saratoga and State of New York, being shown on the Saratoga County tax maps for the Town of Malta as Section 230 Block 1 Lot 22.1.

SAID PARCEL OF LAND is also a portion of compartment nos. 28 and 29 and all of compartment no. 30 as shown on a map entitled "Luther Forest, Saratoga County, New York" dated January 1, 1952 and filed in the Saratoga County Clerk's Office on December 11, 1961 as Map DD-49, and on a map entitled "General Electric, Schenectady, New York" dated June 9, 1952 and issued June 18, 1952 and filed in the Saratoga County Clerk's Office on December 11, 1961 as Map DD-48.

COMPARTMENT NO. 28, being a portion of the same premises conveyed by deed recorded in the Saratoga County Clerk's Office on November 6, 1962 in Liber 729 at page 308.

COMPARTMENT NO. 29, being a portion of the same premises conveyed by deed recorded in the Saratoga County Clerk's Office on June 7, 1963 in Liber 737 of Deeds at page 16.

COMPARTMENT NO. 30, being a portion of the same premises conveyed by deed recorded in the Saratoga County Clerk's Office on February 7, 1964 in Liber 749 of Deeds at page 61.

PROPERTY 3:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Malta, County of Saratoga and State of New York, being shown on the Saratoga County tax maps for the Town of Malta as Section 230 Block 1 Lot 16.211.

SAID PARCEL OF LAND is also a portion of compartment no. 20 as shown on a map entitled "Luther Forest, Saratoga County, New York" dated January 1, 1952 and filed in the Saratoga County Clerk's Office on December 11, 1961 as Map DD-49, and on a map entitled "General Electric, Schenectady, New York" dated June 9, 1952 and issued June 18, 1952 and filed in the Saratoga County Clerk's Office on December 11, 1961 as Map DD-48.

BEING A PORTION of the same premises conveyed by deed recorded in the Saratoga County Clerk's Office on November 6, 1962 in Liber 729 at page 308.

Schedule B
Property Description
Fee Premises
(Modern Description)

All that certain tract, piece or parcel of land situate, lying and being in the Town of Malta and Town of Stillwater, County of Saratoga, State of New York, lying generally Southeasterly of Dunning Street, Southerly of New York State Route 9P and Westerly of Cold Spring Road, and being more particularly bounded and described as follows:

COMMENCING at a point at the intersection of the Southerly boundary of Dunning Street with the division line between the lands of The People of the State of New York as described in Book 836 of Deeds at Page 114 on the Northeast and the lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300 on the Southwest and runs thence from said point of commencement along the above mentioned division line South 48 deg. 32 min. 23 sec. East 952.76 feet to its intersection with the division line between the lands of The People of the State of New York on the Southeast and the lands now or formerly of Fox Wander East Neighborhood Association, Inc. on the Northwest; thence in a generally Southwesterly direction along the above last mentioned division line along a curve to the left having a radius of 5,280.00 feet, a chord bearing of South 29 deg. 29 min. 06 sec. West and a chord distance of 815.82 feet, an arc length of 816.63 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 on the Southwest and the lands of The People of the State of New York as described in Book 836 of Deeds at Page 114 on the Northeast, said point being the point of beginning of the hereinafter described 1,185.81± acre parcel and runs thence from said point of beginning along the above last mentioned division line South 43 deg. 07 min. 46 sec. East 3,691.97 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 (Town of Malta) on the Southeast and the lands of The People of the State of New York as described in Book 836 at Page 114 on the Northwest; thence North 39 deg. 37 min. 37 sec. East along the above last mentioned division line 855.17 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation on the Southwest and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 on the Northeast; thence South 50 deg. 22 min. 23 sec. East along the above last mentioned division line 2,567.00 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 on the Southeast and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northwest; thence North 39 deg. 37 min. 37 sec. East along the above last mentioned division line 218.61 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation on the South and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the North; thence along the above last mentioned division line the following seven (7) courses: 1) South 76 deg. 53 min. 53 sec. East 187.15 feet

to a point; 2) thence South 71 deg. 36 min. 53 sec. East 130.96 feet to a point; 3) thence North 69 deg. 54 min. 27 sec. East 207.70 feet to a point; 4) thence North 51 deg. 10 min. 57 sec. East crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 164.13 feet to a point; 5) thence North 69 deg. 41 min. 57 sec. East 209.89 feet to a point; 6) thence North 83 deg. 03 min. 17 sec. East 131.52 feet to a point; and 7) thence North 77 deg. 55 min. 17 sec. East 36.70 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation on the East and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the West; thence along the above last mentioned division line, being the division line between The Luther Forest Corporation on the East and Southeast and the Luther Forest Technology Campus Economic Development Corporation on the West and Northwest the following nine (9) courses: 1) North 06 deg. 21 min. 43 sec. West 185.17 feet to a point; 2) thence North 02 deg. 36 min. 37 sec. East 121.00 feet to a point; 3) thence North 29 deg. 34 min. 43 sec. West 108.27 feet to a point; 4) thence North 09 deg. 55 min. 13 sec. West 186.13 feet to a point; 5) thence North 42 deg. 57 min. 43 sec. West 161.57 feet to a point; 6) thence North 11 deg. 10 min. 27 sec. East 76.50 feet to a point; 7) thence North 50 deg. 47 min. 37 sec. East 73.74 feet to a point; 8) thence North 26 deg. 10 min. 09 sec. East 61.00 feet to a point; and 9) thence North 39 deg. 37 min. 37 sec. East 1,000.00 feet to its intersection with the common division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 (Town of Stillwater) and Book 978 of Deeds at Page 1063 (Town of Malta) on the Northeast and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation as described in Book 1687 of Deeds at Page 704 and lands of The People of the State of New York as described in Book 836 of Deeds at Page 114 on the Southwest; thence along the above last mentioned common division line the following six (6) courses: 1) North 50 deg. 22 min. 23 sec. West crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East 4,947.31 feet to a point; 2) thence North 82 deg. 41 min. 23 sec. West 193.04 feet to a point; 3) thence North 77 deg. 17 min. 23 sec. West 195.93 feet to a point; 4) thence North 60 deg. 07 min. 23 sec. West 218.41 feet to a point; 5) thence North 36 deg. 48 min. 33 sec. West 466.06 feet to a point; and 6) thence North 72 deg. 01 min. 33 sec. West 263.00 feet to its intersection with the common division line between the lands now or formerly of The Luther Forest Corporation as described in Book 1379 of Deeds at Page 181 and Book 1379 of Deeds at Page 154 on the South and the lands now or formerly of Ermine Lair Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 310 and Book 1248 of Deeds at Page 307 on the North; thence along the above last mentioned common division line in a generally Easterly direction along a curve to the right having a radius of 5,280.00 feet, a chord bearing of North 78 deg. 54 min. 02 sec. East and a chord distance of 4,193.17 feet, an arc length of 4,312.01 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 1379 of Deeds at Page 154 on the East and the lands now or formerly of Ermine Lair Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 307 on the West; thence along the above last mentioned division line the following two (2) courses: 1) North 15 deg. 19 min. 11 sec. West 1,586.20 feet to a point; and 2) thence North 15 deg. 51 min. 03 sec. East 1,221.19 feet to its intersection with the common division line between the lands now or formerly of The Luther Forest Corporation on the South and the lands now or formerly of John P. Frye as described in Book 1555 of Deeds at Page 110 and lands now or formerly of Robert Beck as described in Book 1546 of Deeds at Page 304 on the North; thence South 69 deg. 00 min. 42 sec. East along the

above last mentioned common division line 89.01 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation on the East and the lands now or formerly of Robert Beck on the West; thence North 16 deg. 04 min. 02 sec. East along the above last mentioned division line 331.13 feet to its intersection with the centerline of New York State Route 9P, Malta-Bemis Heights S.H. No. 1528; thence along the centerline of New York State Route 9P, Malta-Bemis Heights S.H. No. 1528 the following two (2) courses: 1) in a generally Easterly direction along a curve to the left having a radius of 2,550.00 feet, a chord bearing of South 81 deg. 36 min. 42 sec. East and a chord distance of 593.77 feet, an arc length of 595.12 feet to a point; and 2) thence South 88 deg. 17 min. 51 sec. East 34.36 feet to a point; thence through the lands now or formerly of The Luther Forest Corporation as described in Book 1379 of Deeds at Page 154 and Book 978 of Deeds at Page 1063 along the approximate compartment lines as shown on a map entitled "The Luther Forest, Saratoga County, New York, Town Of Malta And Stillwater," dated January 1, 1952 and filed in the Saratoga County Clerk's Office on December 11, 1961 as Map No. DD49 the following nineteen (19) courses: 1) South 31 deg. 28 min. 21 sec. East 297.86 feet to a point; 2) thence South 03 deg. 40 min. 12 sec. West 205.33 feet to a point; 3) thence South 12 deg. 04 min. 46 sec. West 464.76 feet to a point; 4) thence South 22 deg. 28 min. 59 sec. West 543.03 feet to a point; 5) thence South 28 deg. 56 min. 29 sec. East 114.07 feet to a point; 6) thence South 23 deg. 20 min. 49 sec. West 145.92 feet to a point; 7) thence South 07 deg. 06 min. 00 sec. West 1,275.99 feet to a point; 8) thence South 40 deg. 18 min. 35 sec. East 157.00 feet to a point; 9) in a generally Easterly direction along a curve to the right having a radius of 5,280.00 feet (edge of Tract A-100-E-3), a chord bearing of South 71 deg. 09 min. 44 sec. East and a chord distance of 191.12 feet, an arc length of 191.13 feet to a point; 10) thence South 19 deg. 52 min. 27 sec. West 1,100.00 feet to a point; 11) thence in a generally Southeasterly direction along a curve to the right having a radius of 4,180.00 feet and crossing the municipal division line between the Town of Malta on the West and the Town of Stillwater on the East, a chord bearing of South 58 deg. 23 min. 31 sec. East and a chord distance of 1,700.04 feet, an arc length of 1,711.98 feet to a point; 12) thence South 15 deg. 29 min. 35 sec. West 195.69 feet to a point; 13) thence South 01 deg. 54 min. 58 sec. West 176.85 feet to a point; 14) thence South 07 deg. 21 min. 29 sec. West 146.61 feet to a point; 15) thence South 10 deg. 28 min. 30 sec. West 318.42 feet to a point; 16) thence South 06 deg. 40 min. 14 sec. East 131.93 feet to a point; 17) thence South 22 deg. 19 min. 11 sec. East 166.69 feet to a point; 18) thence South 14 deg. 37 min. 47 sec. East 323.61 feet to a point; and 19) thence South 86 deg. 57 min. 25 sec. East 390.64 to its intersection with centerline of Cold Spring Road; thence along the centerline of Cold Spring Road the following thirty-one (31) courses: 1) South 02 deg. 27 min. 32 sec. West 238.64 feet to a point; 2) thence South 03 deg. 07 min. 20 sec. West 157.53 feet to a point; 3) thence South 04 deg. 32 min. 58 sec. West 144.35 feet to a point; 4) thence South 02 deg. 39 min. 45 sec. West 77.93 feet to a point; 5) thence South 02 deg. 00 min. 34 sec. East 84.83 feet to a point of curvature; 6) in a generally Southerly direction along a curve to the left having a radius of 270.00 feet, a chord bearing of South 11 deg. 33 min. 43 sec. East and a chord distance of 89.61 feet, an arc length of 90.03 feet to a point of tangency; 7) thence South 21 deg. 06 min. 52 sec. East 97.17 feet to a point; 8) thence South 19 deg. 52 min. 54 sec. East 114.55 feet to a point; 9) thence South 21 deg. 34 min. 52 sec. East 66.69 feet to a point; 10) thence South 20 deg. 10 min. 04 sec. East 188.07 feet to a point; 11) thence South 21 deg. 01 min. 50 sec. East 362.66 feet to a point; 12) thence South 19 deg. 29 min. 27 sec. East 214.10 feet to a point; 13) thence South 21 deg. 41 min. 53 sec. East 100.97 feet to a point; 14) thence South 29 deg. 26 min. 49 sec. East 130.92 feet to a point of curvature; 15) thence in a generally

Southerly direction along a curve to the right having a radius of 525.00 feet, a chord bearing of South 21 deg. 47 min. 43 sec. East and a chord distance of 139.81 feet, an arc length of 140.22 feet to a point of tangency; 16) thence South 14 deg. 08 min. 37 sec. East 223.17 feet to a point; 17) thence South 11 deg. 14 min. 11 sec. East 30.59 feet to a point; 18) thence South 18 deg. 42 min. 40 sec. East 60.35 feet to a point; 19) thence South 18 deg. 19 min. 50 sec. East 76.28 feet to a point; 20) thence South 14 deg. 28 min. 39 sec. East 94.79 feet to a point of curvature; 21) in a generally Southeasterly direction along a curve to the left having a radius of 450.00 feet, a chord bearing of South 27 deg. 31 min. 25 sec. East and a chord distance of 203.16 feet, an arc length of 204.93 feet to a point of tangency; 22) thence South 40 deg. 34 min. 11 sec. East 37.64 feet to a point of curvature; 23) in a generally Southeasterly direction along a curve to the right having a radius of 350.00 feet, a chord bearing of South 22 deg. 46 min. 11 sec. East and a chord distance of 213.98 feet, an arc length of 217.47 feet to a point of tangency; 24) thence South 04 deg. 58 min. 12 sec. East 205.12 feet to a point of curvature; 25) in a generally Southerly direction along a curve to the right having a radius of 200.00 feet, a chord bearing of South 08 deg. 08 min. 01 sec. West and a chord distance of 90.69 feet, an arc length of 91.48 feet to a point of tangency; 26) thence South 21 deg. 14 min. 14 sec. West 269.99 feet to a point; 27) thence South 20 deg. 19 min. 29 sec. West 715.91 feet to a point of curvature; 28) in a generally Southerly direction along a curve to the left having a radius of 525.00 feet, a chord bearing of South 09 deg. 42 min. 09 sec. West and a chord distance of 193.55 feet, an arc length of 194.66 feet to a point of tangency; 29) thence South 00 deg. 55 min. 11 sec. East 532.76 feet to a point of curvature; 30) in a generally Southerly direction along a curve to the right having a radius of 1,150.00 feet, a chord bearing of South 08 deg. 17 min. 31 sec. West and a chord distance of 368.19 feet, an arc length of 369.78 feet to a point of tangency; and 31) thence South 17 deg. 30 min. 14 sec. West 119.74 feet to a point; thence through the lands now or formerly of the The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 (Town of Stillwater) and the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 (Town of Malta) the following fourteen (14) courses: 1) North 48 deg. 13 min 04 sec. West 1,413.52 feet to a point; 2) thence North 62 deg. 00 min. 14 sec. West 1,035.22 feet to a point; 3) thence South 86 deg. 23 min. 17 sec. West 600.00 feet to a point; 4) thence South 50 deg. 00 min. 00 sec. West 600.00 feet to a point on the approximate town line between the Town of Malta on the West and the Town of Stillwater on the East; 5) thence South 11 deg. 14 min. 28 sec. West along said approximate town line 841.92 feet to a point; 6) thence North 82 deg. 10 min. 05 sec. West 2,298.37 feet to a point; 7) thence South 39 deg. 07 min. 34 sec. West 160.08 feet to a point; 8) thence South 53 deg. 40 min. 50 sec. West 414.83 feet to a point; 9) thence South 69 deg. 20 min. 26 sec. West 176.39 feet to a point; 10) thence South 78 deg. 05 min. 47 sec. West 249.10 feet to a point; 11) thence South 61 deg. 52 min. 53 sec. West 286.95 feet to a point; 12) thence South 41 deg. 28 min. 41 sec. West 163.54 feet to a point; 13) thence South 27 deg. 04 min. 29 sec. West 215.37 feet to a point; and 14) thence South 48 deg. 03 min. 39 sec. West 90.84 feet to a point on the common division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 on the North and the lands now or formerly of Donald Fitch and Rena Fitch as described in Book 434 of Deeds at Page 269 and lands now or formerly of Saratoga Water Services, Inc. as described in Book 1324 of Deeds at Page 176 on the South; thence North 72 deg. 05 min. 40 sec. West along the above last mentioned common division line 1,014.30 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation on the West and the lands now or formerly of Saratoga Water Services, Inc. on the East; thence South

14 deg. 45 min. 21 sec. West along the above last mentioned division line 269.93 feet to its intersection with the common division line between the lands now or formerly of The Luther Forest Corporation on the North and the lands now or formerly of Saratoga Water Services, Inc. as described in Book 990 of Deeds at Page 206, lands now or formerly of Country Club Acres, Inc. as described in Book 994 of Deeds at Page 813 and Book 1505 of Deeds at Page 605 and lands now or formerly of George J. Beaudoin as described in Book 895 of Deeds at Page 444 on the South; thence along the above last mentioned common division line following two (2) courses: 1) North 71 deg. 50 min. 40 sec. West 1,240.57 feet to a point; and 2) thence North 73 deg. 00 min. 10 sec. West 655.50 feet to its intersection with the common division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 on the East and the lands now or formerly of Curry Development Corp. as described in Book 1301 of Deeds at Page 596 and lands now or formerly of Woodfield Homeowners Association, Inc. as described in Book 1451 of Deeds at Page 224 on the West; thence along the above last mentioned common division line the following three (3) courses: 1) North 07 deg. 43 min. 32 sec. East 1,947.73 feet to a point; 2) thence North 10 deg. 52 min. 43 sec. East 376.58 feet to a point; and 3) thence North 30 deg. 33 min. 27 sec. East 180.61 feet to its intersection with the division line between the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1063 on the South and lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300 on the North; thence North 82 deg. 51 min. 27 sec. East along the above last mentioned division line 442.64 feet to its intersection with the above mentioned division line between the lands now or formerly of The Luther Forest Corporation on the East and the lands now or formerly of Fox Wander East Neighborhood Association, Inc. as described in Book 1248 Deeds at Page 300 on the West; thence in a generally Northerly direction along said division line along a curve to the right having a radius of 5,280.00 feet, a chord bearing of North 06 deg. 09 min. 46 sec. East and a chord distance of 3,419.08 feet, an arc length of 3,481.82 feet to the point or place of beginning and containing 1,185.81 acres of land, more or less.

Schedule C
Appurtenant Rights

1. Those rights reserved to The Luther Forest Corporation and its successors and assigns as declarant in that certain declaration entitled "Declaration of Covenants, Conditions, Restrictions and Easements, Affecting Malta Residential Subdivisions No. 2 & 3, The Luther Forest and common lands to be conveyed to Fox Wander East Neighborhood Association, Inc." made by The Luther Forest Corporation, dated October 22, 1979, recorded in the Saratoga County Clerk's Office on November 7, 1979 in Book 1001 of Deeds at Page 673 and further reserved in that certain deed made by The Luther Forest Corporation to Fox Wander East Neighborhood Association, Inc., dated July 7, 1987, recorded in the Saratoga County Clerk's Office on November 17, 1988 in Book 1248 of Deeds at Page 300; which rights include, but are not limited to the right of The Luther Forest Corporation to construct upon the property of Fox Wander East Neighborhood Association, Inc. conveyed in said deed permanent improvements of any kind and nature; it being the intention of the Grantor herein that the rights reserved to The Luther Forest Corporation in said declaration and in said deed and hereby conveyed shall include the right to construct and maintain upon said neighborhood association property all manner of improvements necessary for the proper development of the Fee Premises herein conveyed, which improvements shall include a roadway from the Fee Premises herein conveyed to Stonebreak Road, underground and above ground utility lines, and like structures. These rights conveyed hereby shall be exercised by the Grantee in common with the Grantor which shall retain its right title and interest thereto as made and provided in the instruments creating the same. The Grantor however, expressly excepts from the foregoing and reserves to its sole and exclusive use and enjoyment the following: all mineral rights, both surface and subsurface, including the right to take groundwater; all hunting rights, fishing rights and all rights to manage and control wildlife; and all timber rights, including the right to harvest, manage, thin and prune trees in accordance with good forestry practices, provided however, that neither the Grantor's exercise of such rights in common with the Grantee nor the Grantor's exercise such rights retained exclusively by it shall interfere with the Grantee's right to construct a roadway from the Fee Premises to Stonebreak Road and/or the Grantee's right to lay underground and above ground utility lines and like structures.

2. Those rights reserved to The Luther Forest Corporation and its successors and assign as declarant in that certain declaration entitled "Declaration of Covenants, Conditions, Restrictions and Easements, Affecting Malta Residential Subdivisions #1, Town of Malta and areas to annexed and lands to be leased by The Luther Forest Community Association, Inc" made by The Luther Forest Corporation, dated August 27, 1979, recorded in the Saratoga County Clerk's Office on August 28, 1979 in Book 998 of Deeds at Page 953 and further reserved in that certain deed made by The Luther Forest Corporation to Airs Development Corporation, dated April 3, 1980, recorded in the

Saratoga County Clerk's Office on April 3, 1980 in Book 1005 of Deeds at Page 778; which rights include, but are not limited to the right of The Luther Forest Corporation to construct upon the property of Airs Development Corporation conveyed in said deed permanent improvements of any kind and nature; it being the intention of the Grantor herein that the rights reserved to the Luther Forest Corporation in said declaration and in said deed and hereby conveyed shall include the right to construct and maintain upon said Airs Development Corporation property all manner of improvements necessary for the proper development of the Fee Premises herein conveyed, which improvements shall include a roadway, underground and above ground utility lines, and other like structures. These rights conveyed hereby shall be exercised by the Grantee in common with the Grantor which shall retain its right title and interest thereto as made and provided in the instruments creating the same. The Grantor however, expressly excepts from the foregoing and reserves to its sole and exclusive use and enjoyment the following: all mineral rights, both surface and subsurface, including the right to take groundwater; all hunting rights, fishing rights and all rights to manage and control wildlife; and all timber rights, including the right to harvest, manage, thin and prune trees in accordance with good forestry practices, provided however, that neither the Grantor's exercise of such rights in common with the Grantee nor the Grantor's exercise such rights retained exclusively by it shall interfere with the Grantee's rights hereby conveyed.

3. Any and all rights reserved to Thomas F. Luther and Margaret C Luther in that certain Appropriation of Property by the People of the State of New York, Project: "Malta Test Station Expansion Project", Map No. 1, Parcels 1 and 2, dated August 15, 1968, notice of which was filed in the Saratoga County Clerk's Office on August 20, 1968, which Notice of Appropriation was also recorded in the Saratoga County Clerk's Office in Book 836 of Deeds at page 114, which rights included the right, privilege and easement of ingress and egress therein described over the lands thereby appropriated as therein described, which rights so reserved were thereafter conveyed to The Luther Forest Corporation, the Grantor herein, by deed made by Margaret C. Luther dated January 3, 1978, recorded in the Saratoga County Clerk's Office on January 16, 1978 in Book 978 of Deeds at page 1053 and by deed made by William R. Mackay and Carol Mackay as Executors of the Last Will and Testament of Thomas F. Luther dated January 3, 1978, recorded in the Saratoga County Clerk's Office on January 16, 1978 in Book 978 of Deeds at page 1063. These rights of ingress and egress are depicted on the maps and described with particularity in the property descriptions attached hereto on the immediately following 13 pages. Said rights conveyed hereby shall be exercised by the Grantee in common with the Grantor which shall retain its right title and interest thereto as made and provided in the instruments creating the same, provided however, the Grantor's exercise of such rights in common with the Grantee shall not interfere with the Grantee's rights hereby conveyed.

C.T. MALE ASSOCIATES, P.C.

**EASEMENT NO. 12G
HERMES ROAD
TOWN OF MALTA, COUNTY OF SARATOGA, STATE OF NEW YORK**

All that certain tract, piece or parcel of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying generally Southeasterly of the intersection of Dunning Street and Plains Road, and being more particularly bounded and described as follows:

COMMENCING at a point at the intersection of the division line between the lands of the People of the State of New York as described in Book 838 of Deeds at Page 114 on the Northeast and the lands now or formerly of the Fox Wonder East Neighborhood Association, Inc. as described in Book 1248 of Deeds at Page 300 on the Southwest with the Southerly boundary of Dunning Street and runs thence from said point of commencement along the Southerly boundary of Dunning Street the following two (2) courses: 1) North 83 deg. 08 min. 37 sec. East 150.00 feet to a point; and 2) thence South 87 deg. 59 min. 13 sec. East 46.08 feet to the point of beginning of the hereinafter described Hermes Road and runs thence from said point of beginning along the Southwesterly boundary of Hermes Road the following ten (10) courses: 1) South 51 deg. 30 min. 33 sec. East 358.81 feet to a point; 2) thence South 47 deg 06 min. 51 sec. East 1,374.68 feet to a point; 3) thence South 46 deg. 28 min. 56 sec. East 271.23 feet to a point; 4) thence South 46 deg. 35 min. 55 sec. East 360.37 feet to a point; 5) thence South 44 deg. 14 min. 14 sec. East 340.58 feet to a point; 6) thence South 47 deg. 58 min. 44 sec. East 596.45 feet to a point; 7) thence South 33 deg. 03 min. 39 sec. East 625.65 feet to a point; 8) thence South 39 deg. 57 min. 48 sec. East 417.21 feet to a point; 9) thence South 45 deg. 57 min. 00 sec. East 242.12 feet to a point; and 10) thence South 36 deg. 18 min. 17 sec. East 75.93 feet to its intersection with the division line between the lands of the

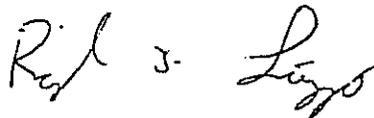
C.T. MALE ASSOCIATES, P.C.

DESCRIPTION
HERMES ROAD
PAGE - 2

People of the State of New York on the Northwest and the lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northwest; thence North 39 deg. 37 min. 37 sec. East along the above last mentioned division line 82.49 feet to its intersection with the Northeasterly boundary of Hermes Road; thence along the Northeasterly boundary of Hermes Road the following ten (10) courses: 1) North 36 deg. 18 min. 17 sec. West 62.62 feet to a point; 2) thence North 45 deg. 57 min. 00 sec. West 244.68 feet to a point; 3) thence North 39 deg. 57 min. 48 sec. West 408.20 feet to a point; 4) thence North 33 deg. 03 min. 39 sec. West 631.30 feet to a point; 5) thence North 47 deg. 58 min. 44 sec. West 604.31 feet to a point; 6) thence North 44 deg. 14 min. 14 sec. West 339.62 feet to a point; 7) thence North 46 deg. 35 min. 55 sec. West 361.93 feet to a point; 8) thence North 46 deg. 28 min. 56 sec. West 271.58 feet to a point; 9) thence North 47 deg. 06 min. 51 sec. West 1,378.20 feet to a point; and 10) thence North 51 deg. 30 min. 33 sec. West 253.69 feet to its intersection with the Southerly boundary of Dunning Street; thence North 87 deg. 59 min. 13 sec. West along the Southerly boundary of Dunning Street 134.58 feet to the point or place of beginning.

Being a strip of land 80 feet in width historically known as Hermes Road subject to any rights, title, or interest to traveling public and the Towns of Malta and Stillwater may have to said road.

C.T. MALE ASSOCIATES, P.C.



Raymond T. Liuzzo, PLS

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION
HERMES ROAD
PAGE - 3

July 1, 2005
Revised July 5, 2005
CJD/mp/eec
C.T. Male Project No. 04.9271

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION
WOODS ROAD EASEMENTS NO. 1G AND 2G
INGRESS AND EGRESS RIGHTS
TO BE GRANTED TO THE LUTHER FOREST TECHNOLOGY CAMPUS
ECONOMIC DEVELOPMENT CORPORATION
TOWN OF MALTA, COUNTY OF SARATOGA, STATE OF NEW YORK

Easements

All those certain tracts, pieces or parcels of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying generally Southeasterly of Dunning Street the centerline of said easements being described as follows:

EASEMENT NO. 1G

COMMENCING at a point at the intersection of the Southerly boundary of Dunning Street with the Southwesterly boundary of Hermes Road and runs thence from said point of commencement along the Southwesterly boundary of Hermes Road the following four (4) courses: 1) South 51 deg. 30 min. 33 sec. East 358.81 feet to a point; 2) thence South 47 deg. 06 min. 51 sec. East 1,374.68 feet to a point; 3) thence South 46 deg. 28 min. 56 sec. East 271.23 feet to a point; and 4) thence South 46 deg. 35 min. 55 sec. East 95.00 feet to the point of beginning of the hereinafter described Woods Road Easement No. 1G and runs thence from said point of beginning along the centerline of a 20-foot-wide ingress and egress easement along an existing Woods Road through the lands of the People of the State of New York "NYSERDA" the following seventeen (17) courses: 1) South 22 deg. 22 min. 08 sec. West 12.00 feet to a point; 2) thence South 05 deg. 32 min. 08 sec. West 45.00 feet to a point; 3) thence South 05 deg. 24 min. 52 sec. East 170.00 feet to a point; 4) thence South 12 deg. 43 min. 52 sec. East 34.00 feet to a point, said point being the point of beginning of the hereinafter described Woods Road Easement Parcel No. 2G; 5) thence South 12 deg. 43 min. 52 sec. East continuing through

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION

WOODS ROAD EASEMENTS NO. 1G AND 2G

PAGE - 2

the lands of the People of the State of New York along the centerline of Easement No. 1G, a distance of 44.00 feet to a point; 6) thence South 08 deg. 58 min. 52 sec. East 106.00 feet to a point; 7) thence South 19 deg. 43 min. 52 sec. East 110.00 feet to a point; 8) thence South 05 deg. 38 min. 52 sec. East 111.00 feet to a point; 9) thence South 00 deg. 30 min. 08 sec. West 42.00 feet to a point; 10) thence South 26 deg. 46 min. 08 sec. West 37.00 feet to a point; 11) thence South 31 deg. 57 min. 08 sec. West 125.00 feet to a point; 12) thence South 44 deg. 03 min. 08 sec. West 61.00 feet to a point; 13) thence South 38 deg. 39 min. 08 sec. West 67.00 feet to a point; 14) thence South 30 deg. 21 min. 08 sec. West 129.00 feet to a point; 15) thence South 37 deg. 35 min. 08 sec. West 38.00 feet to a point; 16) thence South 49 deg. 20 min. 08 sec. West 83.00 feet to a point; and 17) thence South 40 deg. 01 min. 48 sec. West 97.38 feet to a point on the division line between the lands of the People of the State of New York "NYSERDA" on the Northeast and the lands now or formerly of the Luther Forest Corporation as described in Book 978 of Deeds at Page 1063, lands to be conveyed to the Luther Forest Technology Campus Economic Development Corporation on the Southwest.

EASEMENT NO. 2G

BEGINNING at a point at the Southerly terminus of course number four (4) of the hereinabove described Easement Parcel No. 1G and runs thence from said point of beginning along the centerline of a 20-foot-wide strip of land along an existing Woods Road through the lands of the People of the State of New York "NYSERDA" the following thirteen (13) courses: 1) South 80 deg. 49 min. 08 sec. West 51.00 feet to a

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION

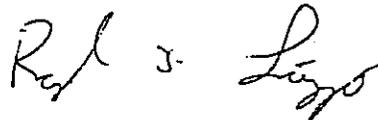
WOODS ROAD EASEMENTS NO. 1G AND 2G

PAGE - 3

point; 2) thence South 88 deg. 48 min. 08 sec. West 52.00 feet to a point; 3) thence North 82 deg. 52 min. 52 sec. West 71.00 feet to a point; 4) thence North 79 deg. 46 min. 52 sec. West 113.00 feet to a point; 5) thence South 88 deg. 27 min. 08 sec. West 45.00 feet to a point; 6) thence South 80 deg. 49 min. 08 sec. West 39.00 feet to a point; 7) thence South 67 deg. 06 min. 08 sec. West 25.00 feet to a point; 8) thence South 60 deg. 34 min. 08 sec. West 36.00 feet to a point; 9) thence South 53 deg. 12 min. 08 sec. West 52.00 feet to a point; 10) thence South 47 deg. 42 min. 08 sec. West 121.00 feet to a point; 11) thence South 50 deg. 36 min. 08 sec. West 60.00 feet to a point; 12) thence South 52 deg. 55 min. 08 sec. West 208.00 feet to a point; and 13) thence South 49 deg. 47 min. 08 sec. West 87.97 feet to a point on the division line between the lands of the People of the State of New York "NYSERDA" on the Northeast and the lands now or formerly of the Luther Forest Corporation, lands to be conveyed to the Luther Forest Technology Campus Economic Development Corporation on the Southwest.

Being strips of land 20 feet in width 10 feet each side of and parallel to the hereinabove described centerlines along existing Woods Road to be used for ingress and egress from Hermes Road to lands now or formerly of the Luther Forest Corporation, lands to be conveyed to the Luther Forest Technology Campus Economic Development Corporation.

C.T. MALE ASSOCIATES, P.C.



Raymond T. Liuzzo, PLS

July 1, 2005
Revised July 5, 2005
CJD/mp

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION

WOODS ROAD EASEMENTS NO. 1G AND 2G

PAGE - 4

C.T. Male Project No. 04.9271

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION
WOODS ROAD EASEMENTS NO. 3G AND 4G
INGRESS AND EGRESS RIGHTS
TO BE GRANTED TO THE LUTHER FOREST TECHNOLOGY CAMPUS
ECONOMIC DEVELOPMENT CORPORATION
TOWN OF MALTA, COUNTY OF SARATOGA, STATE OF NEW YORK

Easements

All those certain tracts, pieces or parcels of land situate, lying and being in the Town of Malta, County of Saratoga, State of New York, lying generally Southeasterly of Dunning Street, the centerline of said easements being described as follows:

EASEMENT NO. 3G

COMMENCING at a point at the intersection of the Southerly boundary of Dunning Street with the Southwesterly boundary of Hermes Road and runs thence from said point of commencement along the Southwesterly boundary of Hermes Road the following seven (7) courses: 1) South 51 deg. 30 min. 33 sec. East 358.81 feet to a point; 2) thence South 47 deg. 06 min. 51 sec. East 1,374.68 feet to a point; 3) thence South 46 deg. 28 min. 56 sec. East 271.23 feet to a point; 4) thence South 46 deg. 35 min. 55 sec. East 360.37 feet to a point; 5) thence South 44 deg. 14 min. 14 sec. East 340.58 feet to a point; 6) thence South 47 deg. 58 min. 44 sec. East 596.45 feet to a point; and 7) thence South 33 deg. 03 min. 39 sec. East 285.00 feet to the point of beginning of the hereinafter described Woods Road Easement No. 3G and runs thence from said point of beginning through the lands of the People of the State of New York "NYSERDA" along the centerline of a 20-foot-wide easement over an existing Woods Road the following five (5) courses: 1) South 45 deg. 06 min. 08 sec. West 157.00 feet to a point; 2) thence South 40 deg. 47 min. 08 sec. West 252.00 feet to a point; 3) thence South 43 deg. 07 min. 08 sec. West 313.00 feet to a point; 4) thence South 50 deg. 53 min. 08 sec. West 114.00 feet to a

C.T. MALE ASSOCIATES, P.C.

DESCRIPTION
WOODS ROAD EASEMENTS NO. 3 AND 4
PAGE - 2

point; and 5) thence South 57 deg. 08 min. 38 sec. West 204.40 feet to a point on the division line between the lands of the People of the State of New York on the Northeast and the lands now or formerly of the Luther Forest Corporation, lands to be conveyed to the Luther Forest Technology Campus Economic Development Corporation on the Southwest.

EASEMENT NO. 4G

COMMENCING at a point at the intersection of the Southerly boundary of Dunning Street with the Southwesterly boundary of Hermes Road and runs thence from said point of commencement along the Southwesterly boundary of Hermes Road the following nine (9) courses: 1) South 51 deg. 30 min. 33 sec. East 358.81 feet to a point; 2) thence South 47 deg. 06 min. 51 sec. East 1,374.68 feet to a point; 3) thence South 46 deg. 28 min. 56 sec. East 271.23 feet to a point; 4) thence South 46 deg. 35 min. 55 sec. East 360.37 feet to a point; 5) thence South 44 deg. 14 min. 14 sec. East 340.58 feet to a point; 6) thence South 47 deg. 58 min. 44 sec. East 596.45 feet to a point; 7) thence South 33 deg. 03 min. 39 sec. East 625.65 feet to a point; 8) thence South 39 deg. 57 min. 48 sec. East 417.21 feet to a point; and 9) thence South 45 deg. 57 min. 00 sec. East 104.00 feet to the point of beginning of the hereinafter described Woods Road Easement No. 4G and runs thence from said point of beginning along the centerline of a 20-foot-wide easement over an existing Woods Road through the lands of the People of the State of New York "NYSERDA" the following seven (7) courses: 1) South 29 deg. 24 min. 08 sec. West 29.00 feet to a point; 2) thence South 18 deg. 54 min. 08 sec. West 123.00 feet to a point;

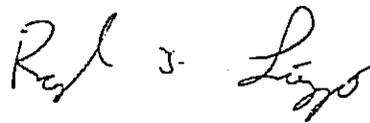
C.T. MALE ASSOCIATES, P.C.

DESCRIPTION
WOODS ROAD EASEMENTS NO. 3 AND 4
PAGE - 3

3) thence South 13 deg. 55 min. 08 sec. West 125.00 feet to a point; 4) thence South 17 deg. 24 min. 08 sec. West 91.00 feet to a point; 5) thence South 24 deg. 40 min. 08 sec. West 30.00 feet to a point; 6) thence South 40 deg. 34 min. 08 sec. West 29.00 feet to a point; and 7) thence South 48 deg. 20 min. 38 sec. West 580.37 feet to a point on the division line between the lands of the People of the State of New York "NYSERDA" on the Northeast and the lands now or formerly of the Luther Forest Corporation, lands to be conveyed to the Luther Forest Technology Campus Economic Development Corporation on the Southwest.

Being strips of land 20 feet in width 10 feet each side of and parallel to the hereinabove described parcel centerlines to be used for ingress and egress rights from Hermes Road to lands now or formerly of the Luther Forest Corporation, lands to be conveyed to the Luther Forest Technology Campus Economic Development Corporation.

C.T. MALE ASSOCIATES, P.C.



Raymond T. Liuzzo, PLS

July 1, 2005
Revised July 5, 2005
CJD/mp/eec
C.T. Male Project No. 04.9271

Schedule D
Reserved Appurtenant Rights

1. access to Saratoga Lake at Meadow Shore Colony described in a deed from Margaret C. Luther and Thomas F. Luther, individually and as Executors of the Last Will and Testament of Thomas C. Luther, to William R. Mackay and Carol Luther Mackay, Dated November 9, 1962 and recorded in the Saratoga County Clerk's Office on November 7, 1962 in Book 729 of Deeds at Page 308, which rights so reserved were thereafter conveyed to The Luther Forest Corporation, the Grantor herein, by deed made by Margaret C. Luther dated January 3, 1978, recorded in the Saratoga County Clerk's Office on January 16, 1978 in Book 978 of Deeds at page 1053 and by deed made by William R. Mackay and Carol Mackay as Executors of the Last Will and Testament of Thomas F. Luther dated January 3, 1978, recorded in the Saratoga County Clerk's Office on January 16, 1978 in Book 978 of Deeds at page 1063.

F:\wpdata\0704.086\Warranty Deed.wpd

SARATOGA COUNTY CLERK
COUNTY CLERK'S RECORDING PAGE

RECEIPT NO.: 221472

INDEXED BY: 

SCANNED BY:

BOOK OF DEEDS

BOOK 01520 PAGE 00544

NO. PAGES 10

INSTRUMENT CODE: AGM

INSTRUMENT NO.: 990008648

RECORDING:

RECORDING PAPER FEES	38.00
EDUCATION FEE	5.00
DEEDS - EA-5217	0.00
FILING FEE	0.00

TOTAL: 43.00

*****NOTICE: THIS IS NOT A BILL*****

STATE OF NEW YORK
SARATOGA COUNTY CLERK

RECORDED ON 06/11/99 AT 03:58 PM

IN BOOK DEEDS PAGE 00544 OF 01520

Kathleen A. Marchione
SARATOGA COUNTY CLERK

THIS PAGE IS PART OF THE INSTRUMENT

ENVIRONMENTAL RESTRICTION EASEMENT
and
DECLARATION OF RESTRICTIVE COVENANTS

This Environmental Restriction Easement and Declaration of Restrictive Covenants is made this 11th day of June, 1999, by and between the WRIGHT-MALTA CORPORATION ("Grantor"), having an address of Malta Test Station, Plains Road, Ballston Spa, New York 12020 and the GENERAL ELECTRIC COMPANY ("Grantee"), having an address of One Computer Drive South, Albany, New York 12205.

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the County of Saratoga, in the State of New York, more particularly described and depicted in Exhibits A and B, respectively, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is a part of the Malta Rocket Fuel Area Superfund Site (the "MRFA Site"), which the United States Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9605, placed on the National Priorities List, which is set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on July 22, 1987; and

WHEREAS, in a Record of Decision dated July 18, 1996 (the "ROD"), the Regional Administrator of EPA, Region II, selected the remedy for the MRFA Site, which provides for response actions at the MRFA Site that include, in relevant part, the implementation and maintenance of institutional controls, including deed restrictions, to prevent ingestion of contaminated ground water, to restrict the withdrawal of ground water within the vicinity of the plume of volatile organic compounds that could adversely impact the ground water remedy and to restrict the Malta Test Station to commercial/industrial use, which is its current land use; and

WHEREAS, the remedy is being implemented at the MRFA Site pursuant to the Consent Decree for the MRFA Site (titled United States of America v. Curtiss-Wright Corporation, et al., bearing Docket Number 98-CV-0014 and entered in the United States District Court for the Northern District of New York on March 16, 1998 ("CD")); and

WHEREAS, Grantor has entered into the CD pursuant to which, inter alia, Grantor agreed to enter into this Environmental Restriction Easement and Declaration of Restrictive Covenants; and

WHEREAS, the parties hereto, accepting that it is appropriate and necessary to impose on the Property an environmental restriction easement and restrictive covenants that will run with the land for the purpose of protecting human health and the environment, hereby agree to impose on the Property use restrictions as an easement and covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes and is prepared to cooperate fully with the Grantee in the implementation of the remedy at the MRFA Site to the extent provided in and consistent with this instrument;

NOW, THEREFORE:

1. Grant: Grantor, in consideration of \$1.00 and other good and valuable consideration, does hereby grant, covenant and declare that the Property shall be subject to the environmental restriction easement and restrictive covenants that impose the restrictions on use set forth below in paragraph 3, and does give, grant and convey to the Grantee the perpetual right to enforce said use restrictions on the Property, which restrictions shall be of the nature, character and for the purposes set forth below.

2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights that will run forever with the land: a) to restrict the use of the ground water underlying the Property, consistent with the terms of the CD, including the ROD, thereby facilitating the remediation of environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants that exist at the MRFA Site, and b) to permit the enforcement of the restrictions set forth below.

3. Restrictions on Use: The restrictions on use specified in this paragraph apply to the use of the Property, which run with the land and are binding on the Grantor. Said restrictions will terminate when EPA certifies completion of the Work pursuant to paragraph 50.b. of Section XIV of the CD, unless otherwise modified pursuant to an appropriate consent from EPA in accordance with the provisions of paragraph 4 of this instrument. Said restrictions shall apply to the use of the Property and the ground water underlying the Property as follows:

a. Unless approved by EPA in writing, Grantor shall not (and shall not authorize any third party to) extract, consume, expose and/or utilize in any other way the ground water underlying the Property, except for the limited purposes of using treated ground water from the Test Station water supply wells #1 and #2 (as identified in Exhibit B to this document), and monitoring of the

ground water at the MRFA Site. Any activities authorized under this paragraph shall be undertaken and effected consistent with the terms and conditions of the CD.

b. Unless approved by EPA in writing, Grantor shall not (and shall not authorize any third party to) use the Property for other than commercial or industrial land use.

4. Modification: The restrictions on use specified in paragraph 3 of this instrument may only be modified, in writing, by the Grantee, with the prior written consent of EPA, provided, however, that any modifications of said restrictions shall not adversely affect the remedy selected by EPA for the MRFA Site. If requested by Grantor, such writing will be executed by Grantee in recordable form.

5. Reserved Rights of Grantor: Grantor hereby reserves all rights and privileges in and to the use of the Property except those restricted by paragraph 3 of this instrument.

6. EPA's Rights: Nothing in this instrument shall limit or otherwise affect, or shall be deemed to limit or otherwise affect, EPA's rights of entry and access, or EPA's authority to take response actions, under CERCLA, the NCP, or other applicable federal law or regulation.

7. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed or shall be deemed conveyed by this instrument.

8. Notice Requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice that is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL RESTRICTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED _____, 19__, RECORDED
IN THE OFFICE OF THE CLERK OF SARATOGA
COUNTY ON _____, 19__, IN BOOK _____,
PAGE _____, IN FAVOR OF THE GENERAL ELECTRIC
COMPANY RESTRICTING THE USE OF GROUND WATER
AND RESTRICTING THE LAND TO COMMERCIAL OR
INDUSTRIAL USE, AS PROVIDED THEREIN.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded

in the Office of the Clerk of Saratoga County, its recording reference.

9. Enforcement: Grantee shall be entitled to enforce the terms and conditions of this instrument by specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms and conditions of this instrument shall be at Grantee's discretion. Any forbearance, delay or omission to exercise Grantee's rights in the event of a breach of any term or condition of this instrument shall not be deemed to be a waiver of such term or condition or of any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument. To the extent permitted by applicable law, the prevailing party shall be entitled to all reasonable costs and expenses, including attorneys' fees, incurred in any such enforcement action.

10. Damages: Grantee shall be entitled to recover damages for violations of the terms and conditions of this instrument, including any increase in the costs of the remedy for the MRFA Site that Grantee may incur as a result of such violations.

11. Waiver of Certain Defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

12. Covenants: Grantor hereby covenants to and with Grantee that Grantor is lawfully seized in fee simple of the Property, that Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and that Grantor will warrant and defend the title thereto and the quiet possession thereof.

13. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Raymond J. Kazyaka, President
Wright-Malta Corp.
Plains Road
Ballston Spa, NY 12020

To Grantee:

MRFA COUNSEL
General Electric Company
One Computer Drive South
Albany, NY 12205

Grantor and Grantee may modify the foregoing addresses by written notice to the other.

14. General Provisions:

a) Controlling law: The interpretation and performance of this instrument and any disputes arising hereunder or relating hereto shall be governed by the laws of the United States or, if there are no applicable federal laws, by the laws of the State of New York.

b) Construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be construed in favor of the grant of the real property interests conveyed herein, and to effect the purpose hereof and the policies and purposes of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the benefits, rights and obligations created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Inclusion of Successors and Assigns: The terms and conditions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall mean the entity identified at the beginning of this instrument as "Grantor" and its successors (including successors in title and other interests) and assigns. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall mean the entity identified at the beginning of this instrument as "Grantee" and its successors and assigns. The rights of Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of

this instrument and shall have no effect upon construction or interpretation.

h) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

i) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument.

j) Termination Provisions: The environmental restriction easement and restrictive covenants created pursuant to paragraph 3.a. of this instrument shall terminate when EPA certifies completion of the Work pursuant to paragraph 50.b. of Section XIV of the CD. The restrictions on use specified in paragraph 3.b. of this instrument may also be terminated, in whole or in part, in writing, by the Grantee, with the prior written consent of EPA. If requested by Grantor, such writing will be executed by Grantee in recordable form. A party's benefits, rights and obligations under this instrument shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

Executed this 11th day of June, 1999.

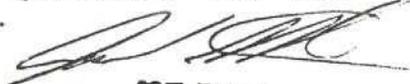
By: Raymond J. Kazyaka

Title: PRESIDENT

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

On the 11th day of June, in the year 1999 before me personally came Raymond J. Kazyaka, to me known, who, being by me duly sworn, did depose and say that he resides in Malta; that he is the President of the Wright Malta, the corporation described in and

which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.



JOEL DORY

Notary Public in the State of New York
Qualified in Saratoga County No. 01G05077556
My Commission Expires May 12, 2001

NOTARY PUBLIC

This Instrument is accepted this 11th day of June, 1999.

GENERAL ELECTRIC COMPANY

By: Thomas G. Corsteil
Title: Regional Manager - CEP

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

On the 11th day of June, in the year 1999 before me personally came Thomas G. Corsteil, to me known, who, being by me duly sworn, did depose and say that he resides in Albany County; that he is the Regional Manager of the Corporate Environmental Programs, GE the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.



ANGELICA L. TODD
Notary Public, State of New York
No. 01T0508212
Qualified in Schenectady County
Commission Expires Dec. 8, 1999

NOTARY PUBLIC

Attachments: Exhibit A - Description - Environmental Restriction Easement And Declaration Of Restrictive Covenants On The Lands Of Wright-Malta Corporation

Exhibit B - Map: Environmental Restriction Easement And Declaration Of Restrictive Covenants On The Lands Of Wright-Malta Corporation
FILED IN THE SARATOGA COUNTY CLERK'S OFFICE
APRIL 26, 1999 AS MAP L-600

Exhibit A: DESCRIPTION - ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ON THE LANDS OF WRIGHT-MALTA CORPORATION

An environmental restriction easement and restrictive covenants to be exercised in, on and over the property herein described; such easement and covenants to be exercised in and to all that certain tract, piece or parcel of land situate in the Towns of Malta and Stillwater, County of Saratoga, State of New York, being further bounded and described as follows:

Beginning at the point of intersection of the common division line of Lands of Wright-Malta Corporation as conveyed in Book 1446 of Deeds at Page 593 to the Northeast, Lands of the Luther Forest Corporation as conveyed in Book 978 of Deeds at Pages 1053 and 1063 to the South, with the Southeasterly line of Lands of The People of the State of New York as appropriated in Book 836 of Deeds at Page 114, thence from said point of beginning along the Southeasterly line of Lands of The People of the State of New York, North 39 deg. 37 min. 00 sec. East, 2600.00 feet to a point in the Southwesterly line of Lands of said Luther Forest Corporation, thence along the Southwesterly and Northeasterly lines of Lands of said Luther Forest Corporation the following nineteen (19) courses: 1.) South 50 deg. 23 min. 00 sec. East, 2567.00 feet to a point, thence 2.) South 39 deg. 37 min. 00 sec. West, 1000.00 feet to a point, thence 3.) South 26 deg. 09 min. 40 sec. West, 61.00 feet to a point, thence 4.) South 50 deg. 46 min. 50 sec. West, 73.74 feet to a point, thence 5.) South 11 deg. 09 min. 50 sec. West, 76.50 feet to a point, thence 6.) South 42 deg. 58 min. 30 sec. East, 161.57 feet to a point, thence 7.) South 09 deg. 55 min. 50 sec. East, 186.13 feet to a point, thence 8.) South 29 deg. 35 min. 30 sec. East, 108.27 feet to a point, thence 9.) South 02 deg. 36 min. 00 sec. West, 121.00 feet to a point, thence 10.) South 06 deg. 22 min. 20 sec. East, 185.17 feet to a point, thence 11.) South 77 deg. 54 min. 40 sec. West, 36.70 feet to a point, thence 12.) South 83 deg. 02 min. 30 sec. West, 131.52 feet to a point, thence 13.) South 69 deg. 41 min. 10 sec. West, 209.89 feet to a point, thence 14.) South 51 deg. 10 min. 20 sec. West, 164.13 feet to a point, thence 15.) South 69 deg. 53 min. 50 sec. West, 207.70 feet to a point, thence 16.) North 71 deg. 37 min. 30 sec. West, 130.96 feet to a point, thence 17.) North 76 deg. 54 min. 30 sec. West, 187.15 feet to a point, thence 18.) South 39 deg. 37 min. 00 sec. West,

218.61 feet to a point, thence 19.) North 50 deg. 23 min. 00 sec. West 2567.00 feet to the point of beginning and being the same premises described in two deeds made December 20, 1984 and July 11, 1996 between the People of the State of New York acting through the New York State Energy Research and Development Authority ("NYSERDA") and Wright-Malta Corporation and recorded in Book 1073 of Deeds, Page 504 and Book 1446, Page 593, respectively, in the office of the County Clerk of Saratoga County.

Record and Return to:
PAUL A. FEIGENBAUM, C.S.F.
P.O. BOX 22222
ALBANY, NY 12201-2222

SARATOGA COUNTY CLERK
COUNTY CLERK'S RECORDING PAGE

RECEIPT NO.: 223647

INDEXED BY: *CM*

SCANNED BY:

BOOK OF DEEDS

BOOK 01522 PAGE 00054

NO. PAGES 10

INSTRUMENT CODE: AGMWT

INSTRUMENT NO.: 990009520

RECORDING:

RECORDING PAPER FEES	38.00
EDUCATION FEE	5.00
DEEDS - EA-5217	0.00
FILING FEE	5.00
TOTAL:	48.00

*****NOTICE: THIS IS NOT A BILL*****

STATE OF NEW YORK
SARATOGA COUNTY CLERK

RECORDED ON 06/28/99 AT 02:45 PM

IN BOOK DEEDS PAGE 00054 OF 01522

TRANSFER TAX

Transfer Tax 0.00

Transfer Tax# 990009520

Kathleen A. Marchione
SARATOGA COUNTY CLERK

THIS PAGE IS PART OF THE INSTRUMENT

**ENVIRONMENTAL RESTRICTION EASEMENT
and
DECLARATION OF RESTRICTIVE COVENANTS**

This Environmental Restriction Easement and Declaration of Restrictive Covenants is made this 24 day of June, 1999, by and between THE LUTHER FOREST CORPORATION ("Grantor"), having an address of P.O. Box 2109, Malta, New York 12020 and the GENERAL ELECTRIC COMPANY ("Grantee"), having an address of One Computer Drive South, Albany, New York 12205.

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the County of Saratoga, in the State of New York, more particularly described and depicted in Exhibits A and B, respectively, attached hereto and made a part hereof (the "Property"); and

WHEREAS, a portion of the Property overlies the contamination and the remainder of the Property is adjacent to the contamination associated with the Malta Rocket Fuel Area Superfund Site (the "MRFA Site"), which the United States Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, which is set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on July 22, 1987; and

WHEREAS, in a Record of Decision dated July 18, 1996 (the "ROD"), the Regional Administrator of EPA, Region II, selected the remedy for the MRFA Site, which provides for response actions at the MRFA Site that include, in relevant part, the implementation and maintenance of institutional controls, including deed restrictions, to prevent ingestion of contaminated ground water, to restrict the withdrawal of ground water within the vicinity of the plume of volatile organic compounds that could adversely impact the ground water remedy and to restrict the Malta Test Station to commercial/industrial use, which is its current land use; and

WHEREAS, the remedy is being implemented at the MRFA Site pursuant to the Consent Decree for the MRFA Site (titled United States of America v. Curtiss-Wright Corporation, et al., bearing Docket Number 98-CV-0014 and entered in the United States District Court for the Northern District of New York on March 16, 1998 ("CD")); and

WHEREAS, Grantor has entered into the CD pursuant to which, inter alia, Grantor agreed to enter into this Environmental Restriction Easement and Declaration of Restrictive Covenants; and

SARATOGA COUNTY CLERK
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VOL 01522 PAGE 00054
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WHEREAS, the parties hereto, accepting that it is appropriate and necessary to impose on the Property an environmental restriction easement and restrictive covenants that will run with the land for the purpose of protecting human health and the environment, hereby agree to impose on the Property use restrictions as an easement and covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, the parties intend the aforementioned environmental restriction easement to be a "negative easement", i.e. specifically to restrict the use of the ground water underlying the Property in accordance with the provisions set forth in this instrument and further intend that this instrument shall not be construed as creating an "affirmative easement"; and

WHEREAS, Grantor anticipates the possibility of dedicating a portion of the Property to a municipality for future use as a possible roadway, and, if such event were to occur, Grantor recognizes, in accordance with paragraph 8 of this instrument, below, its obligation specifically to recite the existence of this Environmental Restriction Easement and Declaration of Restrictive Covenants in any deed of conveyance of the real property comprising such roadway; and

WHEREAS, Grantee will not object to any such dedication of the Property provided that such dedication and anticipated use do not result in any substantial increase in costs of the remedy and comply fully with the terms and conditions set forth in this instrument; and

WHEREAS, Grantor wishes and is prepared to cooperate fully with the Grantee in the implementation of the remedy at the MRFA Site to the extent provided in and consistent with this instrument;

NOW, THEREFORE:

1. Grant: Grantor, in consideration of \$1.00 and other good and valuable consideration, does hereby grant, covenant and declare that the Property shall be subject to the environmental restriction easement and restrictive covenants that impose the restrictions on use set forth below in paragraph 3, and does give, grant and convey to the Grantee the right to enforce said use restrictions on the Property, which restrictions shall be of the nature, character and for the purposes set forth below.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights that will run with the land: a) to restrict the use of the ground water underlying the Property consistent with the terms of the CD, including the ROD, thereby facilitating the remediation of environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants that exist at the MRFA Site, and b) to permit the enforcement of the restrictions set forth below.
3. Restrictions on Use: The restrictions on use specified in this paragraph apply to the use of the Property, which run with the land and are binding on the Grantor. Said restrictions

will terminate when EPA certifies completion of the Work pursuant to paragraph 50.b. of Section XIV of the CD, unless otherwise modified pursuant to an appropriate consent from EPA in accordance with the provisions of paragraph 4 of this instrument. Said restrictions shall apply to the use of the ground water underlying the Property as follows:

Unless approved by EPA in writing, Grantor shall not (and shall not authorize any third party to) extract, consume, expose and/or utilize in any other way the ground water underlying the Property, provided, however, that nothing in this paragraph shall be deemed to preclude the monitoring of the ground water at the MRFA Site in accordance with the CD.

4. Modification: The restrictions on use specified in paragraph 3 of this instrument may only be modified, in writing, by the Grantee, with the prior written consent of EPA, provided, however, that any modifications of said restrictions shall not adversely affect the remedy selected by EPA for the MRFA Site. For example, ground water underlying the Property may be extracted if it can be demonstrated by Grantor to EPA's satisfaction that such extraction shall not adversely affect the remedy selected by EPA for the MRFA Site. If requested by Grantor, such writing will be executed by Grantee in recordable form.
5. Reserved Rights of Grantor: Grantor hereby reserves all rights and privileges in and to the use of the Property except those restricted by paragraph 3 of this instrument.
6. EPA's Rights: Nothing in this instrument shall limit or otherwise affect, or shall be deemed to limit or otherwise affect, EPA's rights of entry and access, or EPA's authority to take response actions, under CERCLA, the NCP, or other applicable federal law or regulation.
7. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed or shall be deemed conveyed by this instrument.
8. Notice Requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice that is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED June 24, 1999, RECORDED IN THE OFFICE OF THE CLERK OF SARATOGA COUNTY ON _____, 19 __, IN BOOK _____, PAGE _____, IN FAVOR OF THE GENERAL ELECTRIC COMPANY RESTRICTING THE USE OF GROUND WATER AS PROVIDED THEREIN.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the Office of the Clerk of Saratoga County, its recording reference.

9. Enforcement: Grantee shall be entitled to enforce the terms and conditions of this instrument by specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms and conditions of this instrument shall be at Grantee's discretion. Any forbearance, delay or omission to exercise Grantee's rights in the event of a breach of any term or condition of this instrument shall not be deemed to be a waiver of such term or condition or of any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument. To the extent permitted by applicable law, the prevailing party shall be entitled to all reasonable costs and expenses, including attorneys' fees, incurred in any such enforcement action.

10. Damages: Grantee shall be entitled to recover damages for violations of the terms and conditions of this instrument, including any increase in the costs of the remedy for the MRFA Site that Grantee may incur as a result of such violations.

11. Waiver of Certain Defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

12. Covenants: Grantor hereby covenants to and with Grantee that Grantor is lawfully seized in fee simple of the Property, that Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and that Grantor will warrant and defend the title thereto and the quiet possession thereof.

13. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

The Luther Forest Corp.
c/o Alexander Mackay
P.O. Box 2109
Malta, New York 12020

To Grantee:

MRFA Counsel
General Electric Company
One Computer Drive South
Albany, New York 12205

Grantor and Grantee may modify the foregoing addresses by written notice to the other.

14. General Provisions:

a) Controlling law: The interpretation and performance of this instrument and any disputes arising hereunder or relating hereto shall be governed by the laws of the United States or, if there are no applicable federal laws, by the laws of the State of New York.

b) Construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be construed in favor of the grant of the real property interests conveyed herein, and to effect the purpose hereof and the policies and purposes of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid, provided, however, that paragraph 3 of this instrument shall be construed to limit the restrictions on use imposed therein to the specific language contained therein, and provided further that an interpretation of limited construction (i.e. limiting the breadth and scope of the paragraph) of said paragraph shall be favored.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the benefits, rights and obligations created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Inclusion of Successors and Assigns: The terms and conditions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property. The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall mean the entity identified at the beginning of this instrument as "Grantor" and its successors (including successors in title and other interests) and assigns. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall mean the entity identified at the beginning of this instrument as "Grantee" and its successors and assigns. The rights of Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

h) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

This Instrument is accepted this 28th day of June, 1999.

GENERAL ELECTRIC COMPANY

By: [Signature]
Title: Regional Manager - CEP

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

On the 28th day of June in the year 1999 before me personally came Thomas G. Corneil, to me known, who, being by me duly sworn, did depose and say that (s)he resides in Albany County; that (s)he is the Regional Manager - CEP of General Electric Company, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that (s)he signed his/her name thereto by like authority.

NOTARY PUBLIC

ANGELICA L. TODD
Notary Public, State of New York
No. 01T05089212
Qualified in Schenectady County
Commission Expires Dec. 8, 1999

[Signature]

Attachments:

- Exhibit A - Description - Environmental Restriction Easement And Declaration of Restrictive Covenants On The Lands Of The Luther Forest Corporation
- Exhibit B - map; Environmental Restriction Easement And Declaration of Restrictive Covenants On the Lands Of The Luther Forest Corporation

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RECORD & RETURN TO:
PAUL A. FEIGENBAUM, ESQ.
P.O. BOX 22222
ALBANY, NY 12201-2222

Gilbert VanGuilder & Associates

Professional Land Surveyors
988 Rte. 146 Clifton Park, NY 12065
(518) 383-0634
FAX 371-8437

Associate
Duane Rabideau, PLS

DESCRIPTION

ENVIRONMENTAL RESTRICTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ON THE LANDS OF THE LUTHER FOREST CORPORATION

An environmental restriction easement and restrictive covenants to be exercised in, on and over the property herein described; such easement and covenants to be exercised in and to all that certain tract, piece or parcel of land situate in the Towns of Malta and Stillwater, County of Saratoga, State of New York, being further bounded and described as follows:

Beginning at the point of intersection of the common division line of Lands of Wright-Malta Corporation as conveyed in Book 1446 of Deeds at Page 593 to the Northeast, Lands of the Luther Forest Corporation as conveyed in Book 978 of Deeds at Pages 1053 and 1063 to the South, with the Southeasterly line of Lands of The People of The State of New York as appropriated in Book 836 of Deeds at Page 114, thence from said point of beginning, along the Southwesterly, Southeasterly, and Northeasterly lines of Lands of said Wright-Malta Corporation, the following nineteen (19) courses: 1.) South 50 deg. 23 min. 00 sec. East, 2567.00 feet to a point thence 2.) North 39 deg. 37 min. 00 sec. East, 218.61 feet to a point, thence 3.) South 76 deg. 54 min. 30 sec. East, 187.15 feet to a point, thence 4.) South 71 deg. 37 min. 30 sec. East, 130.96 feet to a point, thence 5.) North 69 deg. 53 min. 50 sec. East, 207.70 feet to a point, thence 6.) North 51 deg. 10 min. 20 sec. East, 164.13 feet to a point, thence 7.) North 69 deg. 41 min. 10 sec. East, 209.89 feet to a point, thence 8.) North 83 deg. 02 min. 30 sec. East, 131.52 feet to a point, thence 9.) North 77 deg. 54 min. 40 sec. East, 36.70 feet to a point, thence 10.) North 06 deg. 22 min. 20 sec. West, 185.17 feet to a point, thence 11.) North 02 deg. 36 min. 00 sec. East, 121.00 feet to a point, thence 12.) North 29 deg. 35 min. 30 sec. West, 108.27 feet to a point, thence 13.) North 09 deg. 55 min. 50 sec. West, 186.13 feet to a point, thence 14.) North 42 deg. 58 min. 30 sec. West, 161.57 feet to a point, thence 15.) North 11 deg. 09 min. 50 sec. East, 76.50 feet to a point, thence 16.) North 50 deg. 46 min. 50 sec. East, 73.74 feet to a point, thence 17.) North 26 deg. 09 min. 40 sec. East, 61.00 feet to a point, thence 18.) North 39 deg. 37 min. 00 sec. East, 1000.00 feet to a point, thence 19.) North 50 deg. 23 min. 00 sec. West, 2567.00 feet to a point, said point being the Northeasterly corner of Lands of said People of the State of New York, thence along the Northeasterly line of said People of the State of New York, North 50 deg. 23 min. 00 sec. West, 1780.65 feet to a point, thence through Lands of said Luther Forest

Corporation the following six (6) courses, 1.) North 83 deg. 14 min. 20 sec. East, 1702.72 feet to a point, thence 2.) South 50 deg. 23 min. 00 sec. East, 2,399.75 feet to a point, thence 3.) South 00 deg. 23 min. 00 sec. East, 2,447.59 feet to a point, thence 4.) South 39 deg. 37 min. 00 sec. West, 4,157.58 feet to a point, thence 5.) North 50 deg. 23 min. 00 sec. West, 2,991.18 feet to a point, thence 6.) North 14 deg. 18 min. 30 sec. West, 2,668.13 feet to a point in the Southwesterly line of Lands of said People of the State of New York, thence along the Southwesterly and Southeasterly lines of Lands of said People of the State of New York, the following two (2) courses: 1.) South 43 deg. 08 min. 30 sec. East, 1,794.98 feet to a point, thence 2.) North 39 deg. 37 min. 00 sec. East, 855.17 feet to the point of beginning.

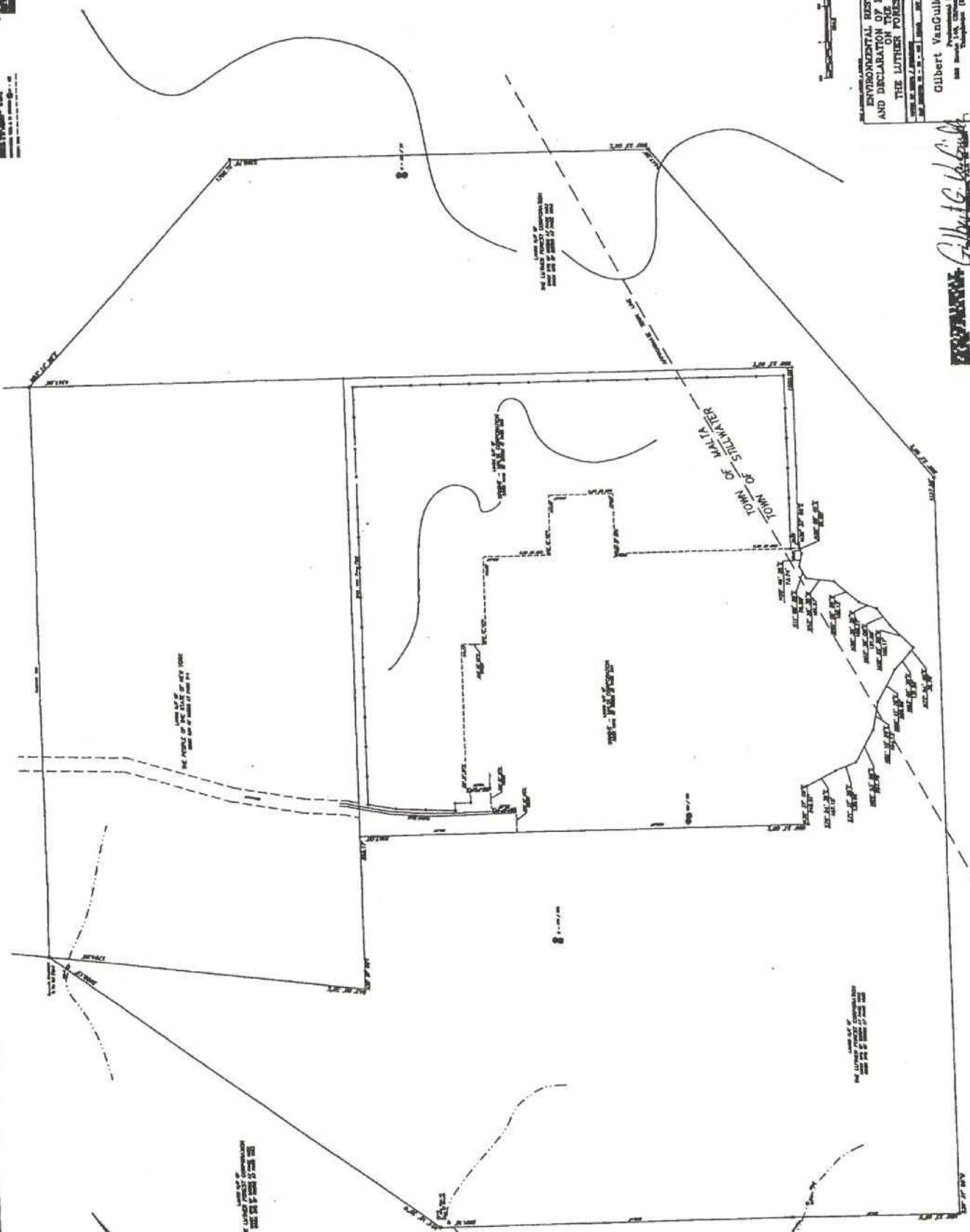
Duane J. Rabideau

Duane J. Rabideau
PLS No. 49,755

THE LUTHER FOREST CORPORATION
 100 WEST 42ND STREET, NEW YORK 36, N.Y.
 ATTORNEYS AT LAW
 100 WEST 42ND STREET, NEW YORK 36, N.Y.

ENVIRONMENTAL RESTRICTION EASEMENT
 AND DECLARATION OF RESTRICTIVE COVENANTS
 ON THE LANDS OF
 THE LUTHER FOREST CORPORATION
 100 WEST 42ND STREET, NEW YORK 36, N.Y.
 ATTORNEYS AT LAW
 100 WEST 42ND STREET, NEW YORK 36, N.Y.

Gilbert VanGuilder & Associa
 100 West 42nd Street, New York, New York 10018
 Telephone (212) 697-1000



BOOK 1522 63 FILED MAP L-600



SARATOGA COUNTY - STATE OF NEW YORK
 KATHLEEN A. MARCHIONE, COUNTY CLERK
 40 MCMASTER STREET, BALLSTON SPA, NY 12020

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



RECEIPT NO. : 2009211563277

Clerk: GCM
 Instr #: 2009020320
 Rec Date: 06/12/2009 09:54:45 AM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 16

Party1: LUTHER FOREST TECHNOLOGY CAMPUS
 ECONOMIC DEVELOPMENT CORPORATION
 Party2: GLOBALFOUNDRIES US INC
 Town: STILLWATER
 MALTA

Recording:

Pages	75.00
Cover Sheet Fee	5.00
Recording Fee	20.00
Names	0.00
TP 584	5.00
RP 5217 - County	9.00
RP 5217 - State - All oth	241.00
Education Fee	20.00

Sub Total: 375.00

Commercial
 Transfer Tax 31144.00

Sub Total: 31144.00

Total: 31519.00

*** NOTICE: THIS IS NOT A BILL ***

***** Transfer Tax *****

Transfer Tax# : 5106

Consideration: 7785750.00
 Transfer Tax: 31144.00

Record and Return To:

BRADLEY G ALLEN ESQ
 WHITEMAN OSTERMAN AND HANNA LLP
 ONE COMMERCE PLAZA
 ALBANY NY 12260

Record and Return:

Bradley G. Allen, Esq.
Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260

2009211663277

Kathleen A Marchione Saratoga Co Clerk

2009020320

06/12/2009 09:54:45 AM
16 Pages RECORDED
DEED

WARRANTY DEED

THIS DEED is made the 10th day of June, Two Thousand and Nine by and between:

LUTHER FOREST TECHNOLOGY CAMPUS ECONOMIC DEVELOPMENT CORPORATION, a not-for-profit corporation duly organized and validly existing in accordance with the laws of the State of New York, having its principal executive office located at 28 Clinton Street, Saratoga Springs, New York 12866 (the "Grantor"); and

GLOBALFOUNDRIES U.S. INC., a corporation duly organized and validly existing in accordance with the laws of the State of Delaware, duly qualified to transact business in the State of New York, having its principal executive office located at 1050 E. Arques Avenue, Sunnyvale, California 94085, and an office for the transaction of business in the State of New York at 107 Hermes Road, Suite 200, Malta, New York 12020 (the "Grantee").

WITNESSETH: in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its heirs and assigns forever, the following real property (the "Premises"):

All those certain tracts, pieces or parcels of land situate in the Town of Stillwater and the Town of Malta, County of Saratoga, State of New York, lying Westerly of Cold Spring Road and generally Southeast of Thimbleberry Road and shown as "Lot 1, Area = 59.41+/- Acres" on that certain map entitled "Major Subdivision Map Lands Now or Formerly of Luther Forest Technology Campus Economic Development Corporation Tax Map I.D. No. 241.00-1-3.1, Town of Stillwater, Saratoga County, New York," prepared by C.T. Male Associates, P.C., Drawing No. 08-738, dated December 22, 2008, and revised through January 20, 2009, filed in the Saratoga County Clerk's Office on June 9, 2009 as Instrument No. M200987 (the "Stillwater Subdivision Map"), and shown as "Lot 1, Area = 163.04+/- Acres" on that certain map entitled "Subdivision Map Lands Now or Formerly of Luther Forest Technology Campus Economic Development Corporation Tax Map I.D. No. 230.00-1-72.1 and 76, Town of Malta, Saratoga County, New York," prepared by C.T. Male Associates, P.C., Drawing No. 08-740, sheets 1 and 2, dated December 22, 2008, and revised through March 12, 2009, filed in the Saratoga County Clerk's Office on April 29, 2009 as Instrument No. M200958 (the "Malta Subdivision Map", the Stillwater Subdivision Map and the Malta Subdivision Map being referred to collectively as the "Subdivision Maps"), and being bounded and described by perimeter description as follows ("Pod 1"):

COMMENCING at a point on the centerline of Cold Spring Road at its point of intersection with the division line between Lot 3 Cold Spring Road (Town of Stillwater) designated as remaining lands of Luther Forest Technology Campus Economic Development Corporation on the South and the lands now or formerly of The Luther Forest Corporation as described in Book 978 of Deeds at Page 1053 on the North; thence from said point of commencement continuing along the centerline of Cold Spring Road South 02 deg. 27 min. 32 sec. West 200.01 feet to a point; thence through and across the road bed of Cold Spring Road North 86 deg. 57 min. 25 sec. West 33.74 feet to a point on the proposed Westerly highway boundary of Cold Spring Road at its point of intersection with the division line between Lot 1 Cold Spring Road (Town of Stillwater) on the South and said Lot 3 Cold Spring Road (Town of Stillwater) on the North, said point being the point of beginning of the hereinafter described 222.45± acre parcel and runs thence from said point of beginning continuing along said proposed Westerly highway boundary of Cold Spring Road the following two (2) courses: 1) South 03 deg. 16 min. 41 sec. West 280.62 feet to a point of curvature; and 2) in a Southerly direction along a curve to the left having a radius of 1,130.08 feet, an arc length of 27.68 feet, a central angle of 01 deg. 24 min. 11 sec. and a chord bearing of South 02 deg. 34 min. 35 sec. West 27.67 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the North and Lot 2 Cold Spring Road (Town of Stillwater) designated as remaining lands of Luther Forest Technology Campus Economic Development Corporation on the South; thence North 90 deg. 00 min. 00 sec. West along the last mentioned division line 908.92 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the West and said Lot 2 Cold Spring Road (Town of Stillwater) on the East; thence South 00 deg. 00 min. 00 sec. East along the last mentioned division line 487.58 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the North and said Lot 2 Cold Spring Road (Town of Stillwater) on the South; thence along the last mentioned division line the following two (2) courses: 1) North 89 deg. 57 min. 39 sec. West 138.84 feet to a point; and 2) North 85 deg. 36 min. 16 sec. West 333.56 feet to its point of intersection with the division line between Lot 1 Cold Spring Road (Town of Stillwater) on the Northeast and said Lot 2 Cold Spring Road (Town of Stillwater) on the Southwest; thence North 50 deg. 22 min. 23 sec. West along the last mentioned division line 586.63 feet to a point on the municipal division line between the Town of Stillwater on the East and the Town of Malta on the West at its point of intersection with the division line between Lot 1 (Town of Malta) lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northeast and Lot 3 (Town of Malta) lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Southwest; thence North 50 deg. 22 min. 23 sec. West along the last mentioned division line 883.20 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Northwest and said Lot 3 (Town of Malta) on the Southeast; thence South 39 deg. 37 min. 37 sec. West along the last mentioned division line 740.52 feet to its point of intersection with the division line between

said Lot 1 (Town of Malta) on the Northeast and said Lot 3 (Town of Malta) on the Southwest; thence North 50 deg. 30 min. 22 sec. West along the last mentioned division line 947.17 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Northwest and said Lot 3 (Town of Malta) on the Southeast; thence South 39 deg. 37 min. 37 sec. West along the last mentioned division line 155.96 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Northeast and the lands now or formerly of the Town of Malta as described in Instrument No. 2008014342 (Stonebreak Road) on the Southwest; thence along said division line in a Northwesterly direction along a curve to the left having a radius of 100.00 feet, an arc length of 116.71 feet, a central angle of 66 deg. 52 min. 12 sec. and a chord bearing of North 53 deg. 48 min. 29 sec. West 110.20 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Southeast and the lands of The People of the State of New York "NYSERDA" as described in Book 836 of Deeds at Page 114 on the Northwest; thence North 39 deg. 37 min. 37 sec. East along the last mentioned division line 327.12 feet to a point of curvature on the division line between said Lot 1 (Town of Malta) on the East and the said lands of The People of the State of New York "NYSERDA" as described in Book 836 of Deeds at Page 114 on the West; thence in a Northerly direction along a curve to the left having a radius of 550.00 feet, an arc length of 863.94 feet, a central angle of 90 deg. 00 min. 00 sec. and a chord bearing of North 05 deg. 22 min. 23 sec. West 777.82 feet to a point of tangency on the division line between said Lot 1 (Town of Malta) on the Northeast and the said lands of The People of the State of New York "NYSERDA" as described in Book 836 of Deeds at Page 114 on the Southwest; thence along the last mentioned division line the following three (3) courses: 1) North 50 deg. 22 min. 23 sec. West 268.43 feet to a point of curvature; 2) in a Northwesterly direction along a curve to the right having a radius of 850.00 feet, an arc length of 219.39 feet, a central angle of 14 deg. 47 min. 18 sec. and a chord bearing of North 42 deg. 58 min. 44 sec. West 218.78 feet to a point; and 3) North 50 deg. 22 min. 23 sec. West 736.84 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Southeast and Lot 2 (Town of Malta) remaining lands of Luther Forest Technology Campus Economic Development Corporation on the Northwest; thence North 39 deg. 37 min. 37 sec. East along the last mentioned division line 1,125.03 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the South and said Lot 2 (Town of Malta) on the North; thence along the last mentioned division line the following three (3) courses: 1) in a Northeasterly direction along a curve to the right having a radius of 4,192.97 feet, an arc length of 107.76 feet, a central angle of 01 deg. 28 min. 21 sec. and a chord bearing of North 69 deg. 14 min. 32 sec. East 107.76 feet to a point; 2) in an Easterly direction along a curve to the left having a radius of 100.00 feet, an arc length of 195.43 feet, a central angle of 111 deg. 58 min. 14 sec. and a chord bearing of North 71 deg. 06 min. 40 sec. East 165.78 feet to a point; and 3) continuing in an Easterly direction along a curve to the right having a radius of 4,192.97 feet, an arc length of 162.56 feet, a central angle of 02 deg. 13 min. 17 sec. and a chord bearing of North 73 deg. 21 min. 17 sec. East 162.55

feet to a point of reverse curvature at its point of intersection with the division line between said Lot 1 (Town of Malta) on the Southeast and said Lot 2 (Town of Malta) on the Northwest; thence in a Northeasterly direction along a curve to the left having a radius of 1,000.00 feet, an arc length of 446.83 feet, a central angle of 25 deg. 36 min. 06 sec. and a chord bearing of North 61 deg. 39 min. 52 sec. East 443.13 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Southwest and said Lot 2 (Town of Malta) on the Northeast; thence South 47 deg. 30 min. 32 sec. East along the last mentioned division line 684.12 feet to a point of curvature on the division line between said Lot 1 (Town of Malta) on the South and said Lot 2 (Town of Malta) on the North; thence in an Easterly direction along a curve to the left having a radius of 175.00 feet, an arc length of 279.65 feet, a central angle of 91 deg. 33 min. 31 sec. and a chord bearing of North 86 deg. 42 min. 43 sec. East 250.83 feet to a point of tangency on the division line between said Lot 1 (Town of Malta) on the Southeast and said Lot 2 (Town of Malta) on the Northwest; thence North 40 deg. 55 min. 57 sec. East along the last mentioned division line 259.35 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Southwest and said Lot 2 (Town of Malta) on the Northeast; thence along the last mentioned division line the following two (2) courses: 1) in a Southeasterly direction along a curve to the right having a radius of 350.00 feet, an arc length of 489.44 feet, a central angle of 80 deg. 07 min. 19 sec. and a chord bearing of South 32 deg. 44 min. 10 sec. East 450.52 feet to a point of reverse curvature; and 2) continuing in a Southeasterly direction along a curve to the left having a radius of 199.06 feet, an arc length of 266.46 feet, a central angle of 76 deg. 41 min. 43 sec. and a chord bearing of South 31 deg. 01 min. 27 sec. East 247.01 feet to a point of tangency on the division line between said Lot 1 (Town of Malta) on the South and said Lot 2 (Town of Malta) on the North; thence South 69 deg. 22 min. 19 sec. East along the last mentioned division line 107.66 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the West and said Lot 2 (Town of Malta) on the East; thence South 08 deg. 38 min. 53 sec. East along the last mentioned division line 141.41 feet to its point of intersection with the division line between said Lot 1 (Town of Malta) on the Southwest and said Lot 2 (Town of Malta) on the Northeast; thence South 50 deg. 00 min. 00 sec. East along the last mentioned division line 481.35 feet to a point on the municipal division line between the Town of Stillwater on the East and the Town of Malta on the West at its point of intersection with the division line between Lot 1 Cold Spring Road (Town of Stillwater) on the Southwest and said Lot 3 Cold Spring Road (Town of Stillwater) on the Northeast; thence South 50 deg. 00 min. 00 sec. East along the last mentioned division line 136.84 feet to a point of curvature at its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the South and said Lot 3 Cold Spring Road (Town of Stillwater) on the North; thence in an Easterly direction along a curve to the left having a radius of 175.00 feet, an arc length of 291.68 feet, a central angle of 95 deg. 29 min. 53 sec. and a chord bearing of North 82 deg. 15 min. 04 sec. East 259.07 feet to a point of tangency on the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the Southeast and

said Lot 3 Cold Spring Road (Town of Stillwater) on the Northwest; thence North 34 deg. 30 min. 07 sec. East along the last mentioned division line 72.19 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the Southwest and said Lot 3 Cold Spring Road (Town of Stillwater) on the Northeast; thence in a Southeasterly direction along a curve to the right having a radius of 3,960.00 feet, an arc length of 479.45 feet, a central angle of 06 deg. 56 min. 13 sec. and a chord bearing of South 52 deg. 01 min. 46 sec. East 479.16 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the West and said Lot 3 Cold Spring Road (Town of Stillwater) on the East; thence along the last mentioned division line the following five (5) courses: 1) South 15 deg. 29 min. 35 sec. West 86.83 feet to a point; 2) South 01 deg. 54 min. 58 sec. West 192.58 feet to a point; 3) South 07 deg. 21 min. 29 sec. West 130.16 feet to a point; 4) South 10 deg. 28 min. 30 sec. West 345.60 feet to a point; and 5) South 06 deg. 40 min. 14 sec. East 161.14 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the South and said Lot 3 Cold Spring Road (Town of Stillwater) on the North; thence South 70 deg. 03 min. 47 sec. East along the last mentioned division line 22.37 feet to its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the West and said Lot 3 Cold Spring Road (Town of Stillwater) on the East; thence along the last mentioned division line the following three (3) courses: 1) South 06 deg. 40 min. 14 sec. East 21.41 feet to a point; 2) South 22 deg. 19 min. 11 sec. East 180.73 feet to a point; and 3) South 14 deg. 37 min. 47 sec. East 310.17 feet to a point of curvature at its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the Southwest and said Lot 3 Cold Spring Road (Town of Stillwater) on the Northeast; thence in a Southeasterly direction along a curve to the left having a radius of 200.00 feet, an arc length of 252.47 feet, a central angle of 72 deg. 19 min. 38 sec. and a chord bearing of South 50 deg. 47 min. 36 sec. East 236.04 feet to a point of tangency at its point of intersection with the division line between said Lot 1 Cold Spring Road (Town of Stillwater) on the South and said Lot 3 Cold Spring Road (Town of Stillwater) on the North; thence South 86 deg. 57 min. 25 sec. East along the last mentioned division line 358.93 feet to the point or place of beginning, containing 222.45± acres of land.

TOGETHER WITH a temporary easement and right-of-way for pedestrian and vehicular ingress and egress over, upon, across and through that certain tract, piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York, lying Southwest of Lot 1 shown on the Malta Subdivision Map designated as "Proposed Access Easement, Area= 5.05+/- Acres," which easement and right-of-way shall terminate absolutely and without further documentation or other action of the Grantor or the Grantee upon the completion by the Grantor of a roadway to the above described premises over such easement area that is accepted for dedication by the Town of Malta, New York for highway purposes, said easement and right-of-way being bounded and described as follows:

BEGINNING at the point of intersection of the division line between Lot 3 (Town of Malta) lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Southeast and Lot 1 (Town of Malta) lands now or formerly of Luther Forest Technology Campus Economic Development Corporation on the Northwest with the lands now or formerly of the Town of Malta as described in Instrument No. 2008014342 lands designated as proposed Road and Utility Corridor No. 4 (Stonebreak Road) as shown on a map entitled "Road and Utility Corridor Consolidation Map Lands Now Or Formerly Of Luther Forest Technology Campus Prepared For Luther Forest Technology Campus Economic Development Corporation," Town of Malta, County of Saratoga, State of New York," prepared by C.T. Male Associates, P.C. dated April 20, 2007, last revised April 11, 2008 and filed in the Saratoga County Clerk's Office on April 21, 2008 as Map No. L-730 on the Southwest and runs thence from said point of beginning along the above first mentioned division line North 39 deg. 37 min. 37 sec. East 155.96 feet to its point of intersection with the division line between said Lot 3 (Town of Malta) on the Southwest and said Lot 1 (Town of Malta) on the Northeast; thence South 50 deg. 30 min. 22 sec. East along the last mentioned division line 699.53 feet to a point; thence through said Lot 3 (Town of Malta) the following two (2) courses: 1) South 39 deg. 37 min. 37 sec. West 323.00 feet to a point; and 2) North 50 deg. 30 min. 22 sec. West 690.09 feet to a point on the division line between said Lot 3 (Town of Malta) on the Southeast and the said lands now or formerly of the Town of Malta as described in Instrument No. 2008014342 on the Northwest; thence along said division line in a Northeasterly direction along a curve to the left having a radius of 100.00 feet, an arc length of 198.14 feet, a central angle of 113 deg. 31 min. 42 sec. and a chord bearing of North 36 deg. 23 min. 28 sec. East 167.28 feet to the point or place of beginning, containing 5.05± acres of land;

TOGETHER WITH a permanent easement to develop, construct, operate, repair, maintain and replace water, sewer, electric power, natural gas, and telecommunications facilities, and the right of ingress and egress for such purposes, over, upon, across, through and beneath that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York, lying Westerly of Cold Spring Road and shown on the Stillwater Subdivision Map as "Proposed Utility Easement To Be Granted to Lot 1, Area= 3.99+/- Acres," bounded and described as follows:

BEGINNING at a point on the division line between Lot 2 Cold Spring Road (Town of Stillwater) on the South and Lot 1 Cold Spring Road (Town of Stillwater) on the North, said point being situate North 90 deg. 00 min. 00 sec. West, a distance of 10.00 feet from the point of intersection of the above first mentioned division line with the proposed Westerly road boundary of Cold Spring Road and runs thence from said point of beginning through Lot 2 Cold Spring Road (Town of Stillwater) and along the Westerly boundary of a proposed 10-foot-wide all-purpose easement the following two (2) courses: 1) in a Southerly direction along a curve to the left having a radius of 1,140.08 feet, an arc length of 451.56 feet, a central angle of 22 deg. 41 min. 37 sec. and a chord bearing of

South 09 deg. 29 min. 18 sec. East 448.61 feet to a point of tangency; and 2) South 20 deg. 50 min. 07 sec. East 1,658.20 feet to a point; thence continuing through Lot 2 Cold Spring Road (Town of Stillwater) the following three (3) courses: 1) South 01 deg. 39 min. 53 sec. West 52.26 feet to a point; 2) South 20 deg. 50 min. 07 sec. East 103.43 feet to a point; and 3) South 43 deg. 20 min. 07 sec. East 52.26 feet to a point on the Westerly boundary of the above mentioned 10-foot-wide all-purpose easement; thence continuing through said Lot 2 Cold Spring Road (Town of Stillwater) and along said Westerly boundary of a proposed 10-foot-wide all-purpose easement the following two (2) courses: 1) South 20 deg. 50 min. 07 sec. East 113.95 feet to a point of curvature; and 2) in a Southerly direction along a curve to the right having a radius of 1,010.07 feet, an arc length of 643.37 feet, a central angle of 36 deg. 29 min. 41 sec. and a chord bearing of South 02 deg. 35 min. 16 sec. East 632.55 feet to a point; thence continuing through said Lot 2 Cold Spring Road (Town of Stillwater) the following two (2) courses: 1) South 40 deg. 29 min. 22 sec. West 757.26 feet to a point; and 2) South 29 deg. 18 min. 20 sec. East 129.74 feet to a point on the division line between said Lot 2 Cold Spring Road (Town of Stillwater) on the North and the lands now or formerly of the Town of Stillwater as described in Instrument No. 2008014339 on the South; thence along the last mentioned division line the following two (2) courses: 1) South 86 deg. 15 min. 19 sec. West 26.93 feet to a point; and 2) North 75 deg. 10 min. 50 sec. West 237.42 feet to a point; thence continuing through Lot 2 Cold Spring Road (Town of Stillwater) the following twenty-three (23) courses: 1) North 15 deg. 41 min. 40 sec. East 4.01 feet to a point; 2) North 60 deg. 41 min. 40 sec. East 172.76 feet to a point; 3) North 45 deg. 30 min. 49 sec. East 154.61 feet to a point; 4) North 40 deg. 29 min. 22 sec. East 595.01 feet to a point; 5) in a Northerly direction along a curve to the left having a radius of 970.07 feet, an arc length of 172.74 feet, a central angle of 10 deg. 12 min. 10 sec. and a chord bearing of North 10 deg. 02 min. 35 sec. East 172.51 feet to a point; 6) North 85 deg. 03 min. 30 sec. West 5.00 feet to a point; 7) in a Northerly direction along a curve to the left having a radius of 965.07 feet, an arc length of 100.00 feet, a central angle of 05 deg. 56 min. 13 sec. and a chord bearing of North 01 deg. 58 min. 24 sec. East 99.96 feet to a point; 8) North 89 deg. 00 min. 17 sec. East 5.00 feet to a point; 9) in a Northerly direction along a curve to the left having a radius of 970.07 feet, an arc length of 335.91 feet, a central angle of 19 deg. 50 min. 24 sec. and a chord bearing of North 10 deg. 54 min. 55 sec. West 334.23 feet to a point of tangency; 10) North 20 deg. 50 min. 07 sec. West 106.00 feet to a point; 11) North 43 deg. 20 min. 07 sec. West 52.26 feet to a point; 12) North 20 deg. 50 min. 07 sec. West 119.34 feet to a point; 13) North 01 deg. 39 min. 53 sec. East 52.26 feet to a point; 14) North 20 deg. 50 min. 07 sec. West 46.67 feet to a point; 15) South 69 deg. 09 min. 53 sec. West 5.00 feet to a point; 16) North 20 deg. 50 min. 07 sec. West 100.00 feet to a point; 17) North 69 deg. 09 min. 53 sec. East 5.00 feet to a point; 18) North 20 deg. 50 min. 07 sec. West 1,503.58 feet to a point of curvature; 19) in a Northerly direction along a curve to the right having a radius of 1,180.08 feet, an arc length of 142.37 feet, a central angle of 06 deg. 54 min. 44 sec. and a chord bearing of North 17 deg. 22 min. 45 sec. West 142.28 feet to a

point; 20) South 78 deg. 30 min. 19 sec. West 5.00 feet to a point; 21) in a Northerly direction along a curve to the right having a radius of 1,185.08 feet, an arc length of 100.03 feet, a central angle of 04 deg. 50 min. 10 sec. and a chord bearing of North 11 deg. 29 min. 40 sec. West 100.00 feet to a point; 22) North 78 deg. 30 min. 19 sec. East 5.00 feet to a point; and 23) in a Northerly direction along a curve to the right having a radius of 1,180.08 feet, an arc length of 223.71 feet, a central angle of 10 deg. 51 min. 42 sec. and a chord bearing of North 03 deg. 38 min. 07 sec. West 223.37 feet to a point on the above first mentioned division line; thence along said above first mentioned division line South 90 deg. 00 min. 00 sec. East 40.02 feet to the point or place of beginning;

TOGETHER WITH temporary easements and rights-of-way for pedestrian and vehicular ingress and egress over, upon, across, through and beneath the following: (i) those certain tracts, pieces or parcels of land situate in the Town of Malta, County of Saratoga, State of New York bounded and described as "Road and Utility Corridor No. 1," "Road and Utility Corridor No. 2," and "Road and Utility Corridor No. 4" in that certain Warranty Deed made by the Grantor herein to the Town of Malta dated April 9, 2008 recorded in the Saratoga County Clerk's Office on April 22, 2008 as Instrument Number 2008014342, as reserved to the Grantor therein; and (ii) that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York bounded and described in that certain Warranty Deed made by the Grantor herein to the Town of Stillwater dated April 10, 2008 recorded in the Saratoga County Clerk's Office on April 22, 2008 as Instrument Number 2008014339, as reserved to the Grantor therein, which easements and rights-of-way shall be used in common, cooperation, and collaboration with others, and which easements and rights-of-way shall terminate absolutely and without further documentation or other action of the Grantor or the Grantee at the time such easement and right-of-way areas are accepted for dedication by the Town of Malta or the Town of Stillwater, as the case may be, for highway purposes;

TOGETHER WITH the following easements: (i) a perpetual and assignable easement of ingress and egress to be used in common, cooperation, and collaboration with others on, over, across that certain parcel of land situate in the Town of Malta, Saratoga County, New York, bounded and described as "Easement 1" as granted to the Grantor herein in the Wright Malta Deed (hereinafter defined); and (ii) a perpetual and assignable easement to be used in common, cooperation, and collaboration with others for the location, construction, operation, maintenance, repair, patrol and replacement of an electric power line, at the sole cost and expense of the Grantee, in, on and across those certain three (3) parcels of land situate in the Towns of Malta and Stillwater, Saratoga County, New York bounded and described as "Easement 2, (a), (b) and (c)" as granted to the Grantor herein in the Wright Malta Deed, as such easements shall be limited in scope and exercise by the terms, provisions and conditions of that certain unrecorded Agreement dated as of June 28, 2004 made by and between the Saratoga Economic Development Corporation and The People of the State of New York, acting by and through the New York State Energy Research and Development Authority, which agreement was assigned to the Grantor herein by Assignment of Agreement dated as June 28, 2004 (the "NYSERDA Agreement");

TOGETHER WITH a permanent easement for the purpose of laying, constructing, operating, maintaining, altering, repairing, removing, or replacing, at the sole cost and expense of the Grantee, underground utility services including, but not limited to: sanitary sewer lines; water transmission lines; electric and gas distribution lines; telephone and fiberoptic transmission lines; and all appurtenances necessary therefor, provided that nothing herein shall permit Grantee to use the easement for high-power lines, mounted telephone lines, or similar above-ground improvements, and the right of ingress and egress for such purposes, across that certain piece or parcel of land situate in the Town of Malta, County of Saratoga, State of New York bounded and described in and as granted by that certain Easement Agreement dated as of June 28, 2004 made by and between The People of the State of New York, acting by and through the New York State Energy Research and Development Authority, grantor, and Saratoga Economic Development Corporation, as grantee, recorded in the Saratoga County Clerk's Office on November 3, 2004 in Book 1700 of Deeds at Page 441, as assigned to the Grantor herein by Assignment of Easement Agreement dated as June 28, 2004 recorded in the Saratoga County Clerk's Office on November 3, 2004 in Book 1700 of Deeds at Page 464 (the "NYSERDA Easement Agreement"), as such easements may be limited in scope and exercise by the terms, provisions and conditions of the NYSERDA Agreement and/or the NYSERDA Easement Agreement;

TOGETHER WITH a permanent easement to develop, construct, operate, repair, maintain and replace, at the sole cost and expense of the Grantee, natural gas, and telecommunications facilities, and the right of ingress and egress for such purposes, over, upon, across, through and beneath those certain tracts, pieces or parcels of land situate in the Town of Malta, County of Saratoga, State of New York bounded and described as "Road and Utility Corridor No. 1," "Road and Utility Corridor No. 2," and "Road and Utility Corridor No. 4" in that certain Warranty Deed made by the Grantor herein to the Town of Malta dated April 9, 2008 recorded in the Saratoga County Clerk's Office on April 22, 2008 as Instrument Number 2008014342 as reserved to the Grantor therein, and which facilities of the Grantee shall be located within areas specified by the Grantor for such purposes, and which easement shall be used in common, cooperation, and collaboration with others having utility facilities within such easement area;

TOGETHER WITH a permanent easement to develop, construct, operate, repair, maintain and replace, at the sole cost and expense of the Grantee, water and sanitary sewer facilities, and the right of ingress and egress for such purposes, over, upon, across, through and beneath that certain tract, piece or parcel of land situate in the Town of Stillwater, County of Saratoga, State of New York bounded and described in that certain Warranty Deed made by the Grantor herein to the Town of Stillwater, New York dated April 10, 2008 recorded in the Saratoga County Clerk's Office on April 22, 2008 as Instrument Number 2008014339 as reserved to the Grantor therein, which facilities of the Grantee shall be located within areas specified by the Grantor for such purposes, and which easement shall be used in common, cooperation, and collaboration with others having utility facilities within such easement area;

It being the intention of the parties that all of the easements granted to the Grantee hereunder shall run with the land and, as such: (a) shall be assignable by the Grantee in whole or in part; (b) shall be divisible among two or more owners, so that as to such rights or easements reserved or assigned, each owner or assignee shall have the full rights and privileges granted

herein to be owned and enjoyed by either in common or severally; and (c) shall bind the Grantor and its successors and assigns.

WHICH PREMISES ARE a portion of the Grantor's Lands described in the following deeds (the "Vesting Deeds"):

Quitclaim Deed from Wright-Malta Corporation, dated June 28, 2004 and recorded July 8, 2004 in the Saratoga County Clerk's Office as Instrument No. 200408683 in Book 1687 of Deeds at page 704 (the "Wright Malta Deed");

Warranty Deed from The Luther Forest Corporation, dated July 12, 2005 and recorded July 14, 2005 in the Saratoga County Clerk's Office as Instrument No. 200508437 in Book 1725 of Deeds at page 95 (the "LFC Deed"); and

Bargain and Sale Deed from The People of the State of New York, acting by and through the New York State Energy and Research and Development Authority, dated May 7, 2007 and recorded June 6, 2007 in the Saratoga County Clerk's Office as Instrument No. 2007022112 (the "NYSERDA Deed").

TOGETHER WITH the appurtenances and all the estate and rights of the Grantor in and to the Premises, **excluding however**, except to the extent expressly granted herein, any easements and rights-of-way over the lands of others for ingress or egress or for utilities granted to the Grantor herein under (i) the Vesting Deeds; (ii) the NYSERDA Easement Agreement; and (iii) that certain Reciprocal Easement Agreement made by and between The Luther Forest Corporation and Luther Forest Technology Campus Economic Development Corporation dated as of July 12, 2005 recorded in the Saratoga County Clerk's Office on July 14, 2005 in Book 1725 of Deeds at Page 123.

RESERVING from the Premises granted herein unto the Grantor a permanent easement and right-of-way to be exercised in common with the Grantee for pedestrian and vehicular ingress and egress, fifty feet (50') in width (the "Substation Access Road"), to run from Cold Spring Road, as shown on the Stillwater Subdivision Map, over, upon, across and through the above described Lot 1 – Stillwater, to the retained lands of the Grantor south of said Lot 1 shown on the Stillwater Subdivision Map as "Lot 2" bounded and described as follows:

BEGINNING at a point on the proposed Westerly highway boundary of Cold Spring Road, said point being situate South 03 deg. 16 min. 41 sec. West 202.84 feet from the intersection of the division line between Lot 1 as shown on the above mentioned subdivision map on the South and Lot 3 as shown on the above mentioned subdivision map on the North and runs thence from said point of beginning South 03 deg. 16 min. 41 sec. West along the above mentioned proposed Westerly highway boundary of Cold Spring Road 30.00 feet to a point; thence through said Lot 1 as shown on the above mentioned subdivision map the following two (2) courses: 1) North 87 deg. 25 min. 16 sec. West 430.00 feet to a point; and 2) South 00 deg. 00 min. 00 sec. East 94.69 feet to a point on the division line between Lot 1 as shown on the above mentioned subdivision map on

the North and Lot 2 as shown on the above mentioned subdivision map on the South; thence North 90 deg. 00 min. 00 sec. West along the last mentioned division line 30.00 feet to a point; thence through said Lot 1 as shown on the above mentioned subdivision map the following two (2) courses: 1) North 00 deg. 00 min. 00 sec. West 126.08 feet to a point; and 2) South 87 deg. 25 min. 16 sec. East 461.19 feet to the point or place of beginning and containing 16,653± square feet or 0.38 acre of land, more or less.

FURTHER RESERVING from the Premises granted herein unto the Grantor a permanent easement and right-of-way to be exercised in common with the Grantee for pedestrian and vehicular ingress and egress and for the location, construction, operation, maintenance, repair, patrol, and replacement of underground utilities, for the purpose of laying, constructing, operating, maintaining, altering, repairing, removing, or replacing, at the sole cost and expense of the Grantor, underground utility services including, but not limited to: sanitary sewer lines; water transmission lines; electric and gas distribution lines; telephone and fiber optic transmission lines; and all appurtenances necessary therefor, provided that nothing herein shall permit Grantor to use the easement for high-power lines, mounted telephone lines, or similar above-ground improvements, and the right of ingress and egress for such purposes, such easement and right-of-way being fifty feet (50') in width (the "POD 11 Access Road"), to run from the northeasterly most terminus of Stonebreak Road, as shown on the Malta Subdivision Map, over, upon, across and through the above described Lot 1 - Malta, to the retained lands of the Grantor north of said Lot 1 shown on the Malta Subdivision Map as "Lot 2, Area= 159.14+/- Acres," commonly known and referred to as POD 11 or the so-called panhandle area of the technology campus.

FURTHER, with respect to the Substation Access Road and the POD 11 Access Road (collectively, the "Access Roads"), the Grantee covenants and agrees as follows:

1. The easements for the Access Roads hereby reserved to the Grantor shall be for the benefit of the retained lands of the Grantor and shall include the right to improve the same, at the sole cost and expense of the Grantor, by the construction of a private or a public roadway;

2. The actual location of the POD 11 Access Road shall later be delineated with a metes and bounds description by mutual agreement of the Grantor and the Grantee acting reasonably taking into account Grantee's use and improvement of Lot 1 and the topographical characteristics of that portion of Lot 1 to be traversed by such easement, but in any event shall lie on a route that is between the boundary line of Lot 1 and the internal road to be constructed by the Grantee thereon, which easement description shall recorded in an instrument supplementary hereto;

3. Further to the foregoing, the Grantor shall have the perpetual right and easement from time to time, without payment therefor, to clear and keep cleared by physical, chemical or other means, the Access Roads of trees, underbrush and above- and below-ground structures or obstructions (the first clearing may be for less than the full width and may be widened from time to time to the full width); and to selectively cut, trim and remove such trees outside of the margin of the Access Roads which are in the opinion of the Grantor likely to interfere with the

successful operation of the same; and to pave, excavate and/or change the grade of the Access Roads as is reasonable;

4. Grantee shall neither commit nor permit any act within the Access Roads that is inconsistent with the rights and easements hereby reserved to the Grantor;

5. Grantee shall not erect buildings or structures of any kind above or below ground within the Access Roads; and

6. Upon completion of the construction of the Access Roads, the Grantee shall not change their location or otherwise change them in any fashion without prior written approval of the Grantor, which consent the Grantor may grant or deny in its sole discretion;

It being the intention of the parties that all of the rights and easements for the Access Roads reserved to the Grantor hereunder shall run with the land and, as such: (a) shall be assignable by the Grantor in whole or in part; (b) shall be divisible among two or more owners, so that as to such rights or easements reserved or assigned, each owner or assignee shall have the full rights and privileges herein reserved to be owned and enjoyed by either in common or severally; and (c) shall bind the Grantee and its successors and assigns.

FURTHER, the Grantee hereby acknowledges the joint and several obligation of the Grantor, and its successors and assigns, including the Grantee, to pay a Host Benefit Contribution to the Town of Malta pursuant to Section 5.3 of the LFTCEDC Declaration (defined below), and the Grantee, by executing this Deed, in accordance with Section 5.3 of the LFTCEDC Declaration, hereby waives and releases any defense and/or claim it might have, now or at any time in the future, to challenge said obligation to pay the Host Benefit Contribution; and the Grantee hereby acknowledges that, until such time as this restriction may be abandoned by resolution of the Town Board of the Town of Malta, the Grantee may convey all or part of the Premises only to such persons or entities who shall make the same waiver and release in writing.

SUBJECT TO all covenants, conditions, restrictions and easements of record and the state of facts an accurate, current survey and/ or inspection of the Premises would reveal;

SUBJECT FURTHER TO all covenants, conditions, restrictions and easements of record, including but not limited to:

A. the terms, provisions and conditions of that certain Environmental Restriction Easement and Declaration of Restrictive Covenants dated June 3, 1999, recorded in the Saratoga County Clerk's Office on June 11, 1999 in Book 1520 of Deeds at page 484;

B. the terms, provisions and conditions of that certain Environmental Restriction Easement and Declaration of Restrictive Covenants dated June 11, 1999, recorded in the Saratoga County Clerk's Office on June 11, 1999 in Book 1520 of Deeds at page 544; and

C. the terms, provisions and conditions of that certain Environmental Restriction Easement and Declaration of Restrictive Covenants dated June 24, 1999, recorded in the Saratoga County Clerk's Office on June 28, 1999 in Book 1522 of Deeds at page 54 (collectively, the "Environmental Covenants and Restrictions");

which Environmental Covenants and Restrictions, among other things, restrict the use of ground water underlying certain portions of the Premises and require the Grantor, its predecessors in interest and/ or third parties to monitor the results of monitoring wells located thereon.

SUBJECT FURTHER TO the covenants, conditions and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions made by Luther Forest Technology Campus Economic Development Corporation, the Grantor herein, dated April 23, 2009, and recorded in the Saratoga County Clerk's Office on April 24, 2009 as Instrument # 2009013695 (the "LFTCEDC Declaration").

SUBJECT FURTHER TO that certain Historic Properties Management Plan prepared by Hartgen Archeological Associates, Inc. and dated November 20, 2007, last revised January 2009, the terms, provisions and conditions of which, by execution hereof, Grantee agrees to comply with as it relates to the Premises.

TO HAVE AND TO HOLD the Premises unto the Grantee and its successors and assigns forever; and

FURTHER, as to the Premises, the Grantor covenants and agrees as follows:

FIRST, the Grantee shall quietly enjoy the Premises, title to which the Grantor shall forever warrant;

SECOND, in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvements to the Premises, if any, and will apply the same first to the payment of the cost of such improvements before using any part of the total of the same for any other purpose; and

THIRD, that the conveyance made herein has been duly authorized by the Grantor in accordance with its organizational documents and Section 509 of the Not-for-Profit Corporation Law.

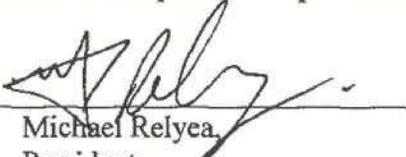
[signatures appear on next page]

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first above written.

GRANTOR:

**Luther Forest Technology Campus
Economic Development Corporation**

By:

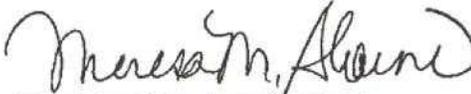

Michael Relyea,
President

STATE OF NEW YORK

ss:

COUNTY OF SARATOGA

On the 10th day of June in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared, **Michael Relyea**, 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

THERESA M. SKAINE
Notary Public, State of New York
Saratoga County #02SK5027889
Commission Expires May 23, 2010

GRANTEE:

GLOBALFOUNDRIES U.S. Inc.

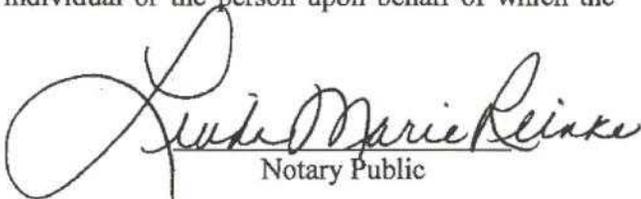
By: 

Steve Groseclose
Director, Risk Management, Sustainability & Real Estate

STATE OF Texas

COUNTY OF Travis SS:

On the 22 day of MAY in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared, **Steve Groseclose**, 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

