

PRIME LEASE AGREEMENT

(Company to Agency)

THIS PRIME LEASE AGREEMENT, dated to be effective as of October 9, 2007, by and between RYAN COMPANIES US, INC. ("Ryan"), with offices at 50 South 10th Street, Suite 300, Minneapolis, MN 55403-2012 and the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

Ryan desires to rent to the Agency the real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto (the "Leased Premises") pursuant to the terms contained herein (the "Prime Lease Agreement"), to be coterminous with the term of a certain Leaseback Agreement between the Agency and Ryan dated the date hereof (the "Leaseback Agreement").

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

1. Granting Clause. Ryan hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Prime Lease Agreement.
2. Warranty of Title. Ryan warrants that it has good and marketable title to the Leased Premises and forever warrants the title to the Leased Premises.
3. Term. The term of this Prime Lease Agreement shall commence on March 1, 2008 and shall be coterminous with the term of the Leaseback Agreement as defined in Section 2.5 thereof (the "Lease Term").
4. Rent. The Agency agrees that it will pay to Ryan, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. Ryan agrees to pay or cause to be paid all taxes to be assessed on the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. Ryan shall maintain and insure the Leased Premises or cause the Leased Premises to be maintained and insured. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Leased Premises to Ryan in the then condition of the Leased Premises. The Agency shall simultaneously execute and deliver a Bill of Sale transferring all its right, title and interest in the personalty as defined in Exhibit B of the Leaseback Agreement.

8. Hold Harmless. Ryan hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or as a result of a breach by Ryan of its representations or agreements contained herein or in the Leaseback Agreement, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency to the extent that such an indemnity would be prohibited by law.

9. Subordination of Prime Lease Agreement to Mortgage(s); Estoppel Certificate. The Agency agrees that this Prime Lease Agreement shall be and hereby is subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter granted by Ryan, its successors or assigns against the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions therefor; provided, however, that the Agency's rights under this Prime Lease Agreement shall not be disturbed so long as the Agency is not in default thereunder. This Section is self-operative and no further instrument of subordination shall be required, provided that in confirmation of such subordination, the Agency shall promptly execute such further instrument as may be requested by Ryan, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 2.6 of the Leaseback Agreement or its rights under Sections 1.2(d), 12.1, 3.1(a), 5.2, 3.4, and 7.4 of the Leaseback Agreement (the "Unassigned Rights"). Within ten (10) days after written request therefor, the Agency shall execute and deliver to Ryan, in a form provided by or satisfactory to Ryan, a certificate stating that this Prime Lease Agreement is in full force and effect, describing any amendments or modifications thereto and whether either party hereto is in default under the terms of this Prime Lease Agreement. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Leased Premises shall be entitled to rely upon any such certificate.

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

To the Agency: Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attention: David Grow, Vice Chairman

With a Copy to: Kernan and Kernan, PC
258 Genesee Street #10
Suite 600
Utica, New York 13502
Attention: Michael H. Stephens, Esq.

To Ryan: Ryan Companies US, Inc.
50 South 10th Street, Suite 300
Minneapolis, MN 55403-2012
Attention: Mark Nordland

With a Copy to: Ryan Companies US, Inc.
50 South 10th Street, Suite 300
Minneapolis, MN 55403-2012
Attention: Mary E. Wawro

With a Copy to: Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155
Attention: Workplace Resources, HO-2-18

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

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his/her individual capacity, and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby; provided, however, the terms of this Section shall not affect the obligations of Ryan acting as the agent of the Agency for the purchase of construction materials for the Leased Premises and of HARTFORD acting as the agent of the AGENCY for the purchase of materials to equip the Leased Premises.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of the County of Oneida, New York, and neither the State nor the County of Oneida, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the

Leased Premises (except for revenues derived by the Agency with respect to the Unassigned Rights).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than Ryan) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than Ryan) and employees against all liability expected to be incurred as a result of compliance with such request.

12. Assignment by Ryan. Ryan's interest in this Prime Lease Agreement shall be freely assignable and the obligations of Ryan arising or accruing under this Prime Lease Agreement after an assignment by Ryan shall be enforceable only against the assignee provided the same shall have been expressly assumed by the assignee, except for the hold harmless and indemnification obligations pursuant to Section 8 hereof which shall remain enforceable against Ryan following an assignment, but only to the extent they arise out of Ryan's breach of its obligations hereunder prior to the effective date of the assignment.

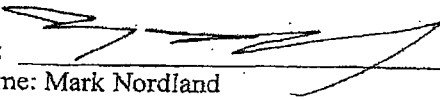
13. Successors and Assigns. The rights and obligations of Ryan and the Agency hereunder shall be binding upon and inure to the benefit of their respective successors and assigns.

14. Counterparts. This Prime Lease Agreement may be executed in any number of counterparts, each of which when taken together shall constitute one document.

[signatures follow]

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

RYAN COMPANIES US, INC.

By: 
Name: Mark Nordland
Title: Vice President

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

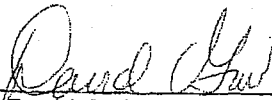
By: 
Name: David C. Grow
Title: ~~Vice~~ Chairman

Exhibit A
Legal Description of the Property

Legal Description

13.524+/- ACRE PARCEL

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of New Hartford, County of Oneida and State of New York, being part of Lot Number 50 in the Seventh Division of Coxe's Patent, bounded and described as follows:

BEGINNING at an iron rod on the easterly boundary of other lands of the New Hartford Office Group, LLC (Now or Formerly), as described in a Quit Claim Deed dated July 20, 2005 and filed in the Oneida County Clerks Office in Instrument Number 2007-019329, said iron rod standing therein distant N08°15'01"W 60.00 feet as measured along the easterly boundary of other lands of the New Hartford Office Group, LLC from an iron rod standing at the intersection of the easterly boundary of other lands of the New Hartford Office Group, LLC with the northerly boundary of Lloyd W. Yager, Lori J. Yager and Jon E. Yager (Now or Formerly), as described in a Warranty Deed dated September 17, 1996 and filed in the Oneida County Clerks Office in Liber 2753 of Deeds at Page 276; said point of beginning being further described as standing therein distant N08°00'43"W 345.80 feet and N08°15'01"W 60.00 feet as measured respectively along the easterly boundary of other lands of the New Hartford Office Group, LLC from an iron rod standing at the intersection of the easterly boundary of other lands of the New Hartford Office Group, LLC with the northerly boundary of Par Technology Corporation (Now or Formerly); thence N08°15'01"W 561.45 feet along the easterly boundary of other lands of the New Hartford Office Group, LLC to an iron rod standing on the southerly highway boundary of Judd Road Connector (Judd Road Extension) (Stanwix - Utica, Pt. 1); thence N88°31'14"E 235.27 feet along the southerly highway boundary of Judd Road Connector (Judd Road Extension) (Stanwix - Utica, Pt. 1) to an iron rod; thence N82°52'06"E 871.03 feet continuing along the southerly highway boundary of Judd Road Connector (Judd Road Extension) (Stanwix - Utica, Pt. 1) to an iron rod standing on the westerly boundary of other lands of Lloyd W. Yager, Lori J. Yager and Jon E. Yager (Now or Formerly), thence S07°10'29"E 528.26 feet along the westerly boundary of other lands of Lloyd W. Yager, Lori J. Yager and Jon E. Yager to an iron rod; thence S82° 20'59"W 1094.64 feet to the point and place of beginning.

Together with and subject to Declaration Concerning Easements, Covenants and Restrictions executed by New Hartford Office Group, LLC, a New York limited liability company, dated November 20, 2007 and recorded November 27, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-001563.

Together with the Declaration of Easement executed by Par Technology Corporation and New Hartford Office Group, LLC, a New York limited liability company, dated November 20, 2007 and recorded November 27, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-001562.