

AGREEMENT

THIS AGREEMENT entered into on the 31st day of January 2014, between Cayuga Economic Development Agency, Inc., a not-for-profit corporation formed and existing under the laws of the State of New York, having its principal place of business at 2 State Street Auburn, New York, hereinafter "CEDA" and Cayuga County Chamber of Commerce, Inc., a not-for-profit corporation formed and existing under the laws of the State of New York, having its principal place of business at 2 State Street Auburn, New York, hereinafter "CHAMBER" (CEDA and the CHAMBER are collectively referred to herein as "Member Organization(s)").

WHEREAS, the parties desire to form as members a not-for-profit corporation known as Cayuga Strategic Solutions, Inc.; and

WHEREAS, each party is willing to contribute money to finance the formation, start up and conduct of the operation; and

WHEREAS, both parties deem it appropriate to have an agreement setting forth the rights, roles and responsibilities of each party as is related to the formation and operation of Cayuga Strategic Solutions, Inc.;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Parties hereto agree as follows:

I. SCOPE & PURPOSE

By this agreement, the parties agree to form a corporation under the Not for Profit Corporation Law of the State of New York to provide staffing for its member organizations (the CHAMBER and CEDA).

The not-for-profit corporation shall be conducted under the name of Cayuga Strategic Solutions, Inc. (hereinafter "CSS"), and shall have a place of business at 2 State Street Auburn, New York.

II. RESPONSIBILITIES

CSS staff will be responsible for carrying out the authorized programs and activities of the member organizations, supporting the boards of each member organization, reporting on the

operational and financial activities of CSS and its members, and complying with the terms of all agreements entered into by its members. CSS staff will also be responsible for paying bills, issuing invoices, allocating expenses, and receiving payments as may be authorized by its member organizations. CEDA and the CHAMBER agree to share the costs of the formation and start-up of CSS, and each party shall contribute to the ongoing operation of CSS, including any use of equipment or inventory.

III. FINANCIAL/COMPENSATION

Each member organization's financial contribution shall be determined by the amounts authorized by the member organizations' approved annual budget or as otherwise approved by the member organizations. Each member shall contribute to fund the formation and start-up of CSS. Each member will also contribute an amount equal to their quarterly budgeted expenses on or before the first day of each quarter. A reconciliation of the contribution from the previous quarter to actual expenses will be performed within 30 days of the close of each quarter. Any amounts due, or to be refunded, will be issued within 30 days of the completion of the reconciliation. A reconciliation of start-up expenses will be performed as soon as is practical, but no later than October 31, 2014.

IV. INSURANCE, DEFENSE AND INDEMINIFICATION

CSS shall obtain general commercial insurance, the minimum liability limits of such insurance shall not be less than the limits held by CHAMBER and CEDA in their own respective policies. In any case, insurance coverage and liability amounts will minimally include:

1. Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in aggregate.
2. Automobile coverage with a combined single limit of \$1,000,000.00.
3. Statutory Worker's Compensation Disability Coverage.
4. Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
5. Unemployment Liability Insurance Benefits as required by statute.

The premiums for this coverage shall be recognized business expenses of CSS.

CSS will provide CEDA and the CHAMBER copies of its Certificates of Insurance before commencing work under this Agreement. These certificates will be issued by an insurer or insurers licensed by the State of New York and rated at least A- or equivalent in Best's Standard & Poor's and Moody's. The certificate must state that it guarantees at least 30 days' notice of cancellation or material change.

CSS shall include CEDA and the CHAMBER as Additional Insureds on all policies. Likewise, the CHAMBER and CEDA shall each include CSS as Additional Insureds on their policies.

To the extent permitted by law, each party to this Agreement (the "Indemnifying Party") agrees to hold harmless, indemnify and defend the other party, its respective directors, officers, employees, invitees and agents (the "Indemnified Party") from and against all claims, damages, losses and expenses, including, but not limited to, court costs and attorneys fees, ("Damages") arising in any way out of or resulting from this Agreement, caused in whole or in part by the acts or omissions of the Indemnifying Party, or of anyone for whose acts such Indemnifying Party may be liable, except to the extent such Damages are apportioned to be the result of the intentional act, reckless act or reckless omission committed by the Indemnified Party. This provision shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which could otherwise exist with respect to the respective parties hereunder.

V. ASSIGNMENTS AND TRANSFERS

Neither party shall assign or transfer his or her rights or duties in this Agreement without the express written consent of the other party. Any transfer or assignment made without the consent of the other party shall not relieve the transferor or assignor of his or her duties or obligations under this agreement.

VI. TERM

The effective date of this agreement shall be February 1, 2014, and shall continue in effect for a period of twelve months years from that date, to continue year to year for additional twelve month periods unless one of the parties hereto delivers written notice of an intention to terminate on or before October 31st of any given year that this Agreement shall continue.

VII. TERMINATION: EVENTS OF DEFAULT

Any member may terminate this Agreement upon default by CSS or on the part of another party to this Agreement. Event of default shall include but not be limited to:

- a material breach of this Agreement;
- commission of a gross act of malfeasance by CSS or another party to this Agreement;
- or,
- failure to perform the duties hereinunder in compliance with all applicable laws (including wage and hours, anti-discrimination, leave and workplace safety laws).

Prior to terminating the Agreement, written notice of the event of default giving rise to the right of termination, identifying the date on which the Agreement will be terminated, shall be provided. The termination date shall be no sooner than 120 days from the date of the notice unless the event of default involves the intentional misappropriation of funds or other illegal conduct, in which case the termination may be no sooner than thirty days from the date of the notice. The parties to this agreement will have thirty days from the date of delivery of the notice of the event of default to the CSS and member boards to cure the event of default.

VIII. DISSOLUTION

In the event that CSS shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due CSS collected. The proceeds thereof shall thereupon be applied as follows:

- A. To discharge the debts and liabilities of CSS and the expenses of liquidation.
- B. To pay the CHAMBER and CEDA any interest or surpluses to which each shall then be entitled.
- C. To repay to CHAMBER and CEDA the capital each made available.
- D. To divide the surplus, if any, equally or as may otherwise be agreed by the CHAMBER and CEDA.

IX. ENTIRE AGREEMENT

This Agreement shall be effective upon the signature of the authorized officials of the parties hereto. This Agreement constitutes the entire agreement between the parties and supersedes all

prior agreements and understandings, whether written or oral, relating to the subject matter in this Agreement. This Agreement and its provisions may not be amended, modified or waived except in a written instrument executed by both parties.

X. SEVERABILITY

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

XI. ARBITRATION

No civil action concerning any dispute arising under this Agreement shall be instituted before any court and all such disputes shall be submitted to final and binding arbitration under the auspices of the American Arbitration Association. Such arbitration shall be conducted in accordance with the rules of such association before a single arbitrator. The parties agree that the interest of CSS cannot be readily sold in the open market, and for that reason among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Therefore, in addition to any award of damages, any such award shall, if the party entitled to the same demands it, grant specific performance of this Agreement. All costs and expenses of the arbitration, including actual attorney fees, shall be allocated among the parties according to the arbitrator's discretion. The arbitrator's award resulting from such arbitration may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

Further, the parties hereto expressly agree that proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding.

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10:00 AM
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IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

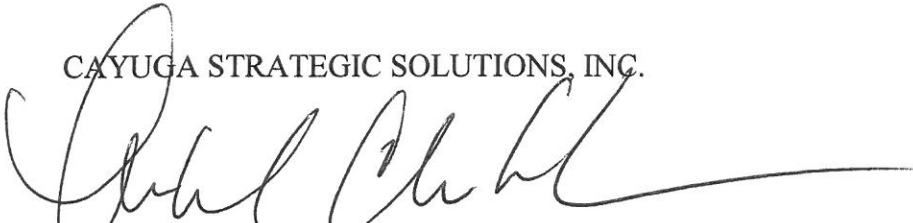
CAYUGA ECONOMIC
DEVELOPMENT AGENCY, INC

CAYUGA COUNTY CHAMBER OF
COMMERCE, INC.


By: Kelley Gridley, Chair

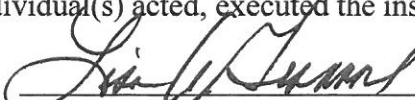

By: David Tehan, Chair

CAYUGA STRATEGIC SOLUTIONS, INC.


By: Michael Chamberlain, Chair

STATE OF NEW YORK)
COUNTY OF CAYUGA) ss:

On this 30th day of January 2014, before me personally Kelley Gridley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and, who being by me duly sworn, did depose and say that she is the Chairperson of the Board of Directors for Cayuga Economic Development Agency, Inc. described herein and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

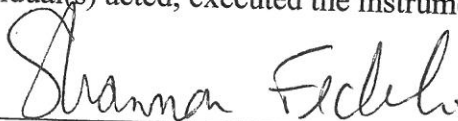

Notary Public

LISA A. GIANNONE
Notary Public, State of New York
Qualified in Cayuga County
Reg. No. 016139924
My Commission Expires 01-17-2018

STATE OF NEW YORK)
COUNTY OF CAYUGA) ss:

On this 31st day of January 2014, before me personally David Tehan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and, who being by me duly sworn, did depose and say that she is the Chair of the Board of Directors for Cayuga County Chamber of Commerce, Inc.,

described herein and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

SHANNON L. FEDELI
Notary Public, State of New York
Qualified in Cayuga County
No. 01FE5063954
Commission Expires: August 5, 2014

STATE OF NEW YORK)
COUNTY OF CAYUGA) ss:

On this 31 day of January 2014, before me personally Michael Chamberlain, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and, who being by me duly sworn, did depose and say that he/she is the Chair of the Board of Directors for Cayuga Strategic Solutions, Inc., described herein and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

DEBRA A TOWNSEND
Registration No. 01TO6271921
Notary Public, State of New York
Qualified in Cayuga County
My commission expires November 13, 2016