

EXECUTION COPY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) takes effect on March 13, 2014 (“Effective Date”) and is between LP CIMINELLI, INC. (“LP CIMINELLI”), a New York corporation with its principal office located at 2421 Main Street, Buffalo, New York 14214, and Fort Schuyler Management Corporation (“FSMC”), a New York not-for-profit corporation having an office located at SUNYIT, 100 Seymour Road, Utica, New York 13502. LP CIMINELLI and FSMC are sometimes referred to in this MOU individually as a “Party” and together as the “Parties”.

I. OVERVIEW

- 1.1. New York State (“NYS”) under the leadership of Governor Andrew Cuomo has led the U.S. in multi-billion dollar strategic investments in high technology programs that cover the entire spectrum of clean energy, medical, smart grid and nanotechnology industry needs, from long-term innovative research and development, to workforce development and education, to product prototyping and supporting the transition to scale-up manufacturing and commercialization.
- 1.2. NYS’ comprehensive job creation and economic growth agenda for NYS provides strategic investments for job creation in emerging high-tech industries across NYS and fosters critical collaborations between NYS government, the private sector and NYS’s top-flight universities and research institutions. This agenda is embodied by the commitment of NYS to and the growth of CNSE and the public-private collaborations that CNSE operates throughout NYS with CNSE’s public and private university and industry partners.
- 1.3. Governor Andrew Cuomo has identified economic growth in NYS as a leading focus for NYS government, seeking to invest significant levels of financial support for public-private collaborations throughout the Erie-Mohawk Corridor of NYS by constructing state-of-the art facilities that leverage CNSE’s capabilities and partners.
- 1.4. LP CIMINELLI is a full service construction firm specializing in construction management and general contracting.
- 1.5. FSMC helps facilitate research and economic development activities related to the research and education mission of the State University of New York (“SUNY”) by purchasing, constructing, developing and managing facilities and promoting the research therein which support economic development, research activities, and the mission of SUNY.
- 1.6. FSMC and the SUNY College of Nanoscale Science and Engineering (“CNSE”) are developing comprehensive initiatives through NYS for research, technology outreach, business development, manufacturing, and education and training hubs.

- 1.7. CNSE is a critical enabling component in maintaining and bolstering NYS' position as a leader in nanotechnology. CNSE has leveraged the experience it has obtained from its success in nano-electronics and has expanded its programs and collaborations throughout NYS into other high technology areas.
- 1.8. FSMC, in conjunction with CNSE, issued a request for proposals ("RFP") to establish a strategic research, technology outreach, business development, manufacturing, and education and training workforce training collaboration with a qualified developer in the Greater Buffalo Area.
- 1.9. CNSE, with its industry collaborators, including SORAA, Inc. ("SORAA") and Silevo, Inc. ("SILEVO"), is establishing the Buffalo High-Tech Manufacturing Innovation Hub in the City of Buffalo in order establish a state-of-the-art campus to house high-tech and advanced manufacturing companies.
- 1.10. LP CIMINELLI responded to the RFP with a proposal (the "RFP Submission") and, after a competitive process including the RFP, FSMC is authorized to award to LP CIMINELLI one or more projects under the RFP, and FSMC now wishes for LP CIMINELLI to develop and construct the first two facilities of the Hub, one facility to house CNSE's collaboration with SORAA and one facility to house CNSE's collaboration with SILEVO, as set forth in the MOU.

In view of the foregoing, the Parties set forth in this MOU an expression of interest to engage in good faith negotiations in contemplation of a closer collaboration to establish the objectives set forth below. As the Parties embark upon negotiations, they wish to express their preliminary understanding of the key issues set forth this MOU. The Parties are bound by the terms of this MOU until the earlier of the expiration of this MOU or such time as the critical issues set forth in this MOU are fully negotiated and documented in final definitive contracts (collectively, "Final Contracts") signed by FSMC and LP CIMINELLI.

II. PURPOSE

The purpose of this MOU is to provide a framework for collaboration between FSMC and LP CIMINELLI to establish certain key terms and conditions under which LP CIMINELLI will develop and construct on the Property (as defined below) the SILEVO Manufacturing Facility (as defined below), the SORAA Manufacturing Facility (as defined below), and related facilities, all as set forth in the MOU.

III. PROPERTY DEVELOPMENT AND CONSTRUCTION

- 3.1. LP CIMINELLI will develop and build, as set forth in this Section III, the SILEVO Manufacturing Facility the SORRA Manufacturing Facility, and related facilities on the real property identified as Area 1 on Schedule B and located at 1339-1341 South Park Avenue in Buffalo, New York ("Property"), which will be purchased and owned by FSMC.

3.2. The manufacturing facility (“SILEVO Manufacturing Facility”) for CNSE’s collaboration with SILEVO will be located on the Property as depicted on Schedule B and will consist of the following:

- 212,000 gsf manufacturing plant;
- 20,000 gsf office and amenity space; and
- Parking to accommodate up to four hundred (400) employees and sufficient clearances to allow for logistical flow of incoming and outbound material.

Subject to the signing of Final Contracts between LP CIMINELLI and FSMC, LP CIMINELLI will use commercially reasonable best efforts to develop and construct the SILEVO Manufacturing Facility on or before February 23, 2015, but in no event later than August 23, 2015. Notwithstanding anything to the contrary contained herein, during the Term of this MOU, and subject to the terms of a Final Contract between LP CIMINELLI and FSMC, LP CIMINELLI’s obligations pursuant to this paragraph 3.2 will be fulfilled by its provision of general site development services for the SILEVO Manufacturing Facility.

3.3. The manufacturing facility (“SORAA Manufacturing Facility”) for CNSE’s collaboration with SORAA will be located on the Property as depicted on Schedule B and will consist of the following:

- 40,000 gsf manufacturing plant; and
- 10,000 gsf office and amenity space.

Subject to the signing of Final Contracts between FSMC and LP CIMINELLI, LP CIMINELLI will use commercially reasonable best efforts to develop and construct the SORAA Manufacturing Facility on or before May 23, 2015, but in no event later than November 23, 2015. Notwithstanding anything to the contrary contained herein, during the Term of this MOU, and subject to the terms of a Final Contract between LP CIMINELLI and FSMC, LP CIMINELLI’s obligations pursuant to this paragraph 3.3 will be fulfilled by its provision of general site development services for the SORAA Manufacturing Facility.

3.4. The SILEVO Manufacturing Facility and the SORAA Manufacturing Facility will each include the following building and site components:

Base Building Shell components shall include, but are not limited to:

- Standard foundation system
- Building structural frame
- Standard roofing system
- Building exterior enclosure, windows and doors
- Code related egress and exit stairways
- Code required elevators and vertical transport

Site Infrastructure and Improvement components include, but are not limited to:

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- Primary electrical power distribution
- Natural gas distribution
- Domestic and Fire Water Distribution-Loop
- Telecommunications and Data feed facilities
- Sanitary Sewer lines and site lift station
- Main access roads and service drives
- Parking and internal connector driveways
- Landscape and Hardscape paving areas
- Storm water improvements
- Exterior pavement at manufacturing yard space

Tenant Interior Fitout and Improvement Components include, but are not limited to:

- Interior Partitioning of spaces
- Core area toilets, shafts and amenities elements
- All interior finishes
- Interior lighting and convenience electrical outlets
- Primary heating, ventilation and air-conditioning (HVAC)
- Basic exhaust systems for primary functions
- Basic plumbing and sanitary sewer
- Basic tele-data cabling and punch-down only

3.5. Under no circumstances will the cost to FSMC for all amounts payable for the development and construction, including, without limitation, site development, of the SILEVO Manufacturing Facility, the SORAA Manufacturing Facility, and related facilities exceed in the aggregate \$60 million.

3.6. LP CIMINELLI will develop and construct the SORAA Manufacturing Facility and the SILEVO Manufacturing Facility, and related facilities, with input from FSMC, SILVEO and SORAA and their respective third-party consultants as reasonably appropriate, and with such design and other firm(s) as identified by FSMC. FSMC shall have the right to review and approve all team members and subcontractors used by LP CIMINELLI for the development and construction of the SILEVO Manufacturing Facility, the SORAA Manufacturing Facility, and related facilities.

IV. FUNDS

Each Party shall be responsible for funding its own activities under this MOU. The scope of the activities under this MOU shall be determined by the funds available to each Party for the collaboration under this MOU and by financial assistance as may be obtained by either Party from external sources. No funds of either Party are in any way committed or obligated for any purpose whatsoever by virtue of entering into this MOU. This MOU does not identify or require the transfer of funds between the Parties. This MOU shall not be construed to authorize or guarantee funding for any proposals or applications submitted for funding, nor shall it be construed as a guarantee of future funding nor shall

this MOU be construed as an endorsement of any proposal or application submitted by any Party or non-Party.

V. FINAL CONTRACTS

The Parties agree and acknowledge that the precise terms and conditions associated with the each project undertaken by the Parties pursuant to this MOU will be governed by one or more Final Contracts that will be separately signed written agreements entered into by LP CIMINELLI and FSMC. The Parties acknowledge that entry into a Final Contracts may be subject to a multitude of material conditions precedent, including, but not limited to, each Party's review and approval of the Final Contracts and successful negotiation of related agreements, if any.

VI. TERM AND TERMINATION

This MOU shall be effective for a term ("Term") of 120 days following the Effective Date, unless earlier terminated in accordance with this MOU. The Parties may extend the Term of this MOU by an amendment to this MOU signed by both Parties.

VII. PUBLICATION AND PUBLICITY

Press releases and any publicity or other communication or disclosure by any Party to a non-Party regarding this MOU, the relationship among the Parties, or the negotiation of any proposed Final Contracts must be approved by all Parties in writing prior to any such press release, public announcement or other disclosure, excluding any communication to another Party to this MOU, internally within any Party (including with such Party's financial, legal and other advisors).

VIII. CONFIDENTIAL INFORMATION

The Parties agree that the terms and conditions set forth in Schedule A shall govern Confidential Information (as defined in Schedule A) during the Term of this MOU.

IX. USE OF NAME

Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity or other promotional activities any name, trade name, trademark or other designation of either Party (including any contraction, abbreviation or simulation of any of the foregoing).

X. NOTICE

All communications, notices and disclosures required or permitted by this Agreement shall be in writing, shall be provided to the other Party and shall be deemed to have been given at the earlier of the date when actually delivered to the other Party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, by hand delivery, by overnight courier service with signed receipt or by

facsimile transmission (with written confirmation of receipt thereof), and addressed as follows, unless and until either Party notifies the other Party of a change of address:

To FSMC:
Alicia Dicks, President
SUNYIT
100 Seymour Road
Utica, New York 13502

To LP CIMINELLI:
Frank L. Ciminelli, II
Senior Vice President
LP Ciminelli, Inc.
2421 Main Street
Buffalo, New York 14214

XI. NO LIABILITY

No Party shall make a claim against, or be liable to, the other Party or its affiliates or agents for any damages, including (without limitation) incidental, consequential, special, direct or indirect, punitive, damages or lost profits or injury to business reputation, resulting from the continuation or abandonment of negotiations. A Party's undertaking to develop information or technology and/or acquire personnel or capital assets or other detrimental reliance in expectation of Final Contracts shall be at its own risk and such Party shall not make a claim against any other Party for any such reliance damages.

XII. GOVERNING LAW AND JURISDICTION

This MOU will be governed by and interpreted exclusively under the laws of the State of New York, without regard to its choice of law rules. The Parties will comply with all applicable federal, state and local laws and regulations with respect to this MOU. In case of any dispute concerning or arising out of this MOU that cannot be resolved by the Parties in good faith, such dispute shall be finally settled and venue shall be exclusively held in any appropriate state or federal court in the County of Albany, State of New York. Each Party consents to exclusive jurisdiction and venue of such courts.

XIII. MISCELLANEOUS

- 13.1. No amendment or modification of this MOU shall be valid or binding upon the Parties unless in a writing signed by both of the Parties.
- 13.2. This MOU may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute the same MOU. Any signed copy of this MOU made by photocopy, facsimile or Adobe PDF format shall be considered an original.
- 13.3. All agreements drafts, term sheets, memoranda, if any, and other communications respecting the agreements or activities related thereto prepared or exchanged in

the course of negotiations, even if signed by one or both of the Parties, shall be considered only preliminary and shall not be legally binding unless subsequently incorporated into this MOU by an amendment or into a Final Contract.

13.4. This MOU, together with the RFP Submission, represents the complete understanding between the Parties as it relates to the subject matter in this MOU and supersedes any prior and contemporaneous communications, understandings or agreements, oral or written, between the Parties as it relates to the subject matter.

IN WITNESS WHEREOF, each Party has caused this MOU to be signed by its duly authorized representative as follows:

LP CIMINELLI, INC.

By: [Signature]
Title: SE Executive Vice President
Date: 3/24/2014

FORT SCHUYLER MANAGEMENT CORPORATION

By: [Signature]
Title: President, FSMC
Date: 3/25/2014

Schedule A

CONFIDENTIALITY

Purpose

Each of the Parties may disclose and receive Confidential Information (defined below) from the other Party, for the limited purpose (“Purpose”) of evaluating the suitability of entering into one or more Final Contracts as identified in the MOU.

Disclosure of Confidential Information

“Confidential Information” means all information that is maintained in confidence by a Party (“Owning Party”) and is disclosed to or obtained by the other Party in connection with and during the Term of this MOU, including, but not limited to, information that relates to such Owning Party’s past, present or future research, development, manufacturing, or business activities. Either Party (“Disclosing Party”) may disclose its confidential information to the other Party (“Receiving Party”) orally, in writing or by other media or transfer of materials including graphic, photographic, recorded, prototype, sample, or other tangible or permanent form clearly and obviously marked “confidential” or “proprietary”. Electronic information will be adequately marked if the container is marked and if a proprietary legend displays when the information runs on a computer system and when the information is printed from its data file.

When disclosed orally, Disclosing Party shall identify the information as confidential at the time of such disclosure, with subsequent written confirmation to Receiving Party within thirty (30) days of such disclosure indicating the date and type of information disclosed. All restrictions provided herein regarding use and/or disclosure shall apply during such thirty-day period.

Protecting confidential information

Receiving Party will retain Disclosing Party’s Confidential Information in confidence for three (3) years from the date of disclosure. Receiving Party will not disclose, disseminate, or publish any of Disclosing Party’s Confidential Information to any person except employees or agents of Receiving Party on a need to know basis. Receiving Party shall ensure that such employees or agents shall be bound by terms at least as protective as the terms of this Schedule A. Each Party warrants that employees or agents shall comply with the terms of this Schedule A. Upon the termination or expiration of this MOU, the Parties shall confer regarding the status of Confidential Information disclosed and/or created under this MOU.

All right, title and interest in patents, copyrights, trademarks, data, designs, drawings, blueprints, tracings, plans, layouts, specifications, formulae and any and all other Confidential Information which are furnished to the Receiving Party shall be and remain the exclusive property of the Disclosing Party. The Parties recognize and agree that nothing contained in MOU shall be construed as granting any property rights, by implication, license or otherwise, to any Confidential Information of the other Party disclosed pursuant to the MOU, or to any invention or any patent, copyright, trademark, or other intellectual property.

Each Party agrees to not make, use, sell, offer for sale, or have made, any product or service based upon the Confidential Information provided to it without the Disclosing Party authorizing such use in writing. Each Party further agrees not to reproduce in any form (except as required to accomplish the Purpose), analyze, modify, reverse engineer, decompile, create other works from, or disassemble the Confidential Information disclosed to it or any samples of tangible materials included therein.

The Receiving Party shall be held to the same standard of care in protecting such information as the Receiving Party normally employs to preserve and safeguard its own Confidential Information of similar kind.

Exclusions; Required Disclosure

Receiving Party's obligations regarding Disclosing Party's Confidential Information shall not apply to information (a) that was already known to Receiving Party prior to the disclosure of such information to Receiving Party by Disclosing Party, (b) that is or becomes publicly available through no act or fault of Receiving Party, (c) that is rightfully received by Receiving Party from a third-party having no obligation of confidentiality to Disclosing Party, or (d) that is independently developed by Receiving Party.

In the event the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will notify the Disclosing Party in writing prior to making such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the appropriate legal body. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from reviewing the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.